DIGIDATIONS END USER LICENSE AGREEMENT

Effective date: December 1, 2026

1. Scope and Applicability

1.1. Agreement and Products

This End User License Agreement ("Agreement") is between digiDations Pte. Ltd., a company incorporated in Singapore ("digiDations"), and the person or legal entity identified as the customer in the applicable Order or account registration ("Licensee"). Licensee and digiDations are each a "party" and collectively the "parties."

This Agreement governs Licensee's use of ATLAS, APOLLO, ORION, HELIOS, and TARA AI, including subscribed modules, supplied software components, accompanying Documentation, updates, and hosted functionality (each a "Product" and collectively, the "Products").

"Documentation" means the user guides, technical specifications, and other written materials for the Products that digiDations supplies or makes available to Licensee, as updated from time to time in accordance with Section 8.1.

Hardware and standalone consulting are outside this Agreement unless expressly included in an Order.

1.2. Acceptance

By accepting this Agreement or accessing or using the Products, Licensee agrees to these terms. Licensee acknowledges that activation, support, and use may involve the collection, transmission, and processing of information as described in Section 5 and the digiDations Privacy Policy. If Licensee does not accept and comply with this Agreement, Licensee may not access or use the Products.

A person accepting this Agreement on behalf of an organization represents that the person has authority to bind that organization.

If Licensee does not accept this Agreement, Licensee should contact digiDations or the Seller regarding any applicable cancellation or refund rights.

1.3. Subscription and Deployment Models

All Products are provided by subscription. Licensee's right to access and use the Products is limited to the subscription term and scope specified in the applicable Order.

Products may be provided under either or both of the following deployment models:

a. Customer-Hosted Software: software installed on Licensee's premises or in an environment owned, leased, or controlled by Licensee, including Licensee's cloud environment.
b. Software as a Service ("SaaS"): Product functionality accessed as a hosted service in an environment operated by digiDations or its hosting providers.

The applicable provisions of this Agreement govern each component of a combined deployment. Listing a Product in this Agreement does not grant rights to that Product or establish its availability under a particular deployment model.

1.4. Orders

An “Order” means the final purchase arrangement accepted between Licensee and digiDations or a Reseller for a subscription to the Products. An Order may be evidenced by an accepted quotation, purchase order, order confirmation, invoice, or other transaction record identifying the purchase.

“Reseller” means a reseller, distributor, or other channel partner authorized by digiDations to sell subscriptions to the Products. “Seller” means the entity from which Licensee purchased the applicable subscription, which may be a Reseller or digiDations.

For purchases through a Reseller, no ordering document signed directly between Licensee and digiDations is required. Pricing, invoicing, and payment arrangements are agreed between Licensee and the Seller. This Agreement governs Licensee’s access to and use of the Products.

The subscribed Products, deployment model, subscription term, and usage limits must correspond to the purchase processed through digiDations’ authorized sales channel and confirmed to Licensee by digiDations through a subscription confirmation, license certificate, or account entitlement record.

Draft, withdrawn, rejected, or superseded quotations do not establish subscription rights unless expressly incorporated into the accepted purchase. A later quotation does not, by itself, amend an existing Order. Any discrepancy between the purchase documents and confirmed subscription details must be referred to the Seller and digiDations for reconciliation.

A Reseller cannot amend this Agreement, authorize client deployment, or grant additional Product rights on digiDations’ behalf without digiDations’ express written authorization.

1.5. Interpretation

In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) “including” and similar words mean “including without limitation”; (c) the singular includes the plural and vice versa; (d) references to Sections are to sections of this Agreement; (e) “days” means calendar days unless business days are specified; (f) “written” or “in writing” includes email; and (g) no provision will be interpreted against a party because that party drafted it.

2. Subscription and Permitted Use

2.1. License Grant

Subject to this Agreement, payment of applicable fees to the Seller, and the Order, digiDations grants Licensee a limited, nonexclusive right during the subscription term to install and run authorized copies of Customer-Hosted Software and access subscribed SaaS functionality, solely for Licensee's own internal business operations.

Within the subscribed scope, Licensee may configure the Products, use supplied agents and connectors and documented interfaces and reproduce accompanying Documentation as reasonably necessary for permitted use. These rights do not authorize modification of Product code, access to source code, or use beyond the applicable usage limits. Testing, backup, and recovery copies are governed by Section 4.1.

Licensee may not transfer these rights or grant sublicenses without digiDations' prior express written authorization, except for an assignment permitted under Section 10.2.

2.2. Authorized Users

Licensee's employees, individual contractors, and personnel of service providers engaged by Licensee may use the Products as "Authorized Users" solely to perform Licensee's permitted internal business operations. Service-provider access must be limited to work for Licensee and subject to written confidentiality and use restrictions no less protective than the applicable provisions of this Agreement.

Licensee is responsible for Authorized Users' compliance with this Agreement and must withdraw access when their work or authority ends. Contractors and service providers receive no independent right to use the Products for themselves or other customers. Licensee's engagement of a service provider does not authorize that provider to offer a Product as a service to other customers.

Licensee's Affiliates may use the Products under Licensee's subscription as Authorized Users, provided that combined use by Licensee and its Affiliates does not exceed the usage limits in the Order. Licensee remains responsible for its Affiliates' compliance with this Agreement. "Affiliate" means an entity that controls, is controlled by, or is under common control with Licensee, for so long as that control exists, where "control" means ownership of more than **fifty percent (50%)** of the voting interests or the power to direct management. An Affiliate may instead purchase its own subscription under this Agreement through a separate Order, in which case it is treated as the Licensee for that Order. Permitted hosting or administration by a service provider does not transfer Licensee's subscription or expand its scope.

2.3. Client Deployment and Third-Party Use

Without digiDations' prior express written authorization, Licensee must not:

a. deploy a Product at a client's site or in a client's environment;
b. operate a Product on behalf of a client from any environment;
c. provide clients or other third parties with access, except Authorized Users acting within the permitted scope;
d. offer a Product as a managed, hosted, outsourced, or white-labeled service; or
e. resell, rent, lease, or distribute the Products.

A “client” includes any person or entity to whom Licensee provides goods or services, other than Licensee’s Affiliates. Use of a Product by Licensee or its Affiliates to assess, manage, or protect systems of Licensee or its Affiliates, including through a shared-services entity within Licensee’s corporate group, is not client deployment.

Licensee may use the Products to protect or operate its own systems supporting its business, including systems through which Licensee supplies goods or services to clients. This does not authorize assessing, managing, protecting, or operating client systems or providing Product functionality as a service to clients. Permitted sharing of Customer Outputs under Section 7.2 does not itself constitute client deployment or Product access.

Any authorization must identify the Product, client or other permitted third party, environment, purpose, and scope. Additional fees may apply. Activation, support assistance, or digiDations’ awareness of a deployment does not itself constitute authorization.

2.4. Fees and Renewal

Fees, taxes, payment dates, subscription duration, and renewal arrangements are agreed between Licensee and the Seller and recorded in the applicable Order. Licensee must pay the Seller in accordance with those arrangements.

Unless the Order states otherwise, each subscription renews automatically for successive **twelve (12)-month** renewal terms unless Licensee or digiDations gives written notice of non-renewal at least **thirty (30) days** before the end of the then-current term. For purchases through a Reseller, renewal fees, invoicing, and payment are as agreed between Licensee and the Reseller. For direct purchases, renewal fees are digiDations’ then-current fees, notified to Licensee at least **sixty (60) days** before renewal. Delayed or reduced use does not extend the agreed subscription term.

Except where this Agreement, the Order, or mandatory law provides otherwise, committed subscriptions cannot be canceled for convenience during their term, and paid fees are nonrefundable.

2.5. Usage Limits

Licensee must comply with the usage limits in the Order. digiDations may enforce those limits and request additional subscriptions where Licensee requires increased usage.

Where usage exceeds the limits in the Order, Licensee must purchase additional subscriptions for the excess usage at the rates stated in the Order or, if none are stated, at the then-current rates of the Seller, prorated for the remainder of the subscription term.

Licensee must provide reasonable usage information on written request to verify compliance. If that information is insufficient to verify compliance, digiDations may, no more than once in any **twelve (12)-month** period and on at least **thirty (30) days**’ written notice, audit Licensee’s use of the Products remotely or through an independent auditor bound by confidentiality, during normal business hours and in a manner that minimizes disruption. If an audit shows usage exceeding the Order by more than **five percent (5%)**, Licensee must pay the reasonable cost of the audit in addition to fees for the excess usage. This requirement does not authorize unrestricted access to Licensee’s systems.

3. Account Security and Restrictions

3.1. Account Security

Licensee must provide accurate account information, safeguard credentials, assign appropriate permissions, and promptly revoke access when a user is no longer authorized. Licensee must notify digiDations promptly of suspected unauthorized access or account compromise.

Individual accounts must not be shared to bypass access controls or usage limits. Licensee is responsible for account activity caused by its actions, omissions, or failure to maintain reasonable security.

3.2. Product Restrictions

Except as expressly permitted by this Agreement, applicable law, or digiDations in writing, Licensee must not:

a. copy, modify, or create derivative works of a Product;
b. reverse engineer, decompile, or disassemble a Product;
c. remove or obscure ownership or proprietary notices;
d. bypass activation requirements, security measures, or usage limits; or
e. use protected code or confidential materials to develop a competing product.

The restrictions include unauthorized extraction or reconstruction of nonpublic Product code, model parameters, system prompts, or other digiDations Confidential Information, and use of that information to train or develop a competing product. They do not restrict activities that applicable law does not permit the parties to restrict, or Licensee's ordinary use of Customer Outputs as permitted by Section 7.2.

Open-source components remain subject to their applicable licenses. This Agreement does not restrict rights granted under those licenses.

3.3. Lawful Use and Service Integrity

Licensee must not use the Products unlawfully, infringe third-party rights, access systems or data without authorization, or disrupt the Products or digiDations' hosting environment.

Intrusive testing of digiDations' software or infrastructure requires digiDations' prior written approval. This requirement does not prohibit using the Products' security-testing functions as intended against authorized targets.

3.4. Authorized Security Operations

Where a Product supports scanning, security testing, simulated attacks, exploitation, or automated actions, Licensee must obtain all necessary permissions for the targets and operations.

Licensee must configure appropriate targets, scope, permissions, and safeguards, maintain current backups of tested systems, and take precautions against disruption or data loss. Licensee acknowledges that scanning, security testing, simulated attacks, and exploitation inherently carry a risk of service degradation or interruption, account lockouts, security alerts, and changes to tested systems, even when a Product operates in accordance with its specification. Except as provided in Section 8.1, digiDations is not responsible for those effects.

Authorization from digiDations to deploy or operate a Product for a client does not replace any permission required from the client, system owner, or infrastructure provider.

4. Hosting, Updates, and Support

4.1. Customer-Hosted Software

Licensee is responsible for its infrastructure, configuration, security, third-party dependencies, backups, and recovery unless digiDations expressly agrees to undertake particular responsibilities. digiDations remains responsible for the integrity of the software and updates it supplies, as provided in Section 8.1.

Production instances and usage must remain within the Order. Unless the Order expressly specifies different limits for nonproduction copies, Licensee may retain reasonable backup copies and one inactive disaster-recovery copy for each authorized production instance without an additional subscription. A recovery copy may operate in place of, but not concurrently with, the corresponding production instance, except for temporary overlap reasonably necessary for failover or recovery testing. Separate operational test or staging instances require inclusion in the Order or digiDations' written authorization. No copy may expand authorized production usage or be used after the subscription ends. Copies that must be retained after that date are governed by Section 9.3.

Access by digiDations to Licensee's environment for support or maintenance requires Licensee's authorization and must be limited to the agreed purpose.

4.2. SaaS

digiDations will operate and maintain the hosting environment, apply reasonable security measures, and maintain reasonable backup and recovery procedures.

Licensee remains responsible for its endpoints, connectivity, users, permissions, and customer-controlled integrations.

Any specific hosting region or data residency commitment must be expressly agreed by digiDations and recorded in the Order. An agreed commitment cannot be changed without Licensee's agreement.

4.3. Updates and Support

During the subscription term, digiDations will provide updates, including applicable fixes and security patches, that it makes available for the subscribed Products and supported versions. This includes updates needed to maintain the agreed functionality and address material faults within the warranty in Section 8.1. A separately marketed Product, module, or optional new capability is not included solely because it is released during the subscription term.

For Customer-Hosted Software, Licensee is responsible for testing and installing supplied updates within a reasonable time, unless digiDations expressly agrees to perform that work. digiDations may require migration to a supported version after reasonable notice and transition time, subject to Section 4.5. Specific fixes need not be backported to superseded versions where a supported update provides the remedy.

For SaaS, digiDations is responsible for maintaining and updating the hosted Product and the infrastructure and supporting software under its control, including applying applicable fixes and security patches. Licensee is not responsible for installing updates within digiDations' hosting environment.

digiDations will provide the support included in the subscription and use reasonable efforts to investigate reported faults. Support applies to configurations and dependencies identified as supported in the Documentation or otherwise agreed by digiDations. Compatibility with future third-party products or versions, custom development, migration work, and on-site services are not included unless expressly agreed. These limits do not relieve digiDations of its existing functionality or warranty commitments.

Specific support response times, uptime targets, backup retention periods, or recovery objectives apply only where expressly agreed by digiDations and recorded in the Order.

4.4. Maintenance

digiDations may perform maintenance and deploy updates to maintain, secure, or improve the Products.

digiDations will provide reasonable advance notice of maintenance expected to cause material disruption where practicable. Emergency maintenance may occur without advance notice.

4.5. End of Sale and End of Support

digiDations may discontinue the sale or support of a Product subject to the following notice periods:

a. End of Sale: digiDations will announce the date on which the affected Product will no longer be available for new purchases at least **six (6) months** before that date.
b. End of Support: digiDations will provide at least **twelve (12) months**' advance notice before ending support for the affected Product. For each Licensee, support will continue until the later of:

i. the announced End of Support date; or
ii. the expiration of Licensee's subscription term in effect when the End of Support announcement is made.

End of Sale does not, by itself, terminate an existing subscription or reduce Licensee's usage rights, updates, or support during that subscription term.

For SaaS, digiDations will continue operating and maintaining the affected hosted Product for the remainder of Licensee's existing subscription term.

End of Sale and End of Support notices must identify the affected Product or version and be delivered to Licensee in accordance with Section 10.7. A public announcement may supplement, but does not replace, that notice. Continued support does not require compatibility with third-party platforms released after the announcement unless expressly agreed. Migration between supported versions must not materially reduce Licensee's subscribed functionality or shorten the protection provided by this section.

5. Customer Data, Privacy, and Confidentiality

5.1. Customer Data and Processing

“Customer Data” means information, files, prompts, instructions, and other materials submitted by or for Licensee, or collected from Licensee’s authorized targets or systems for processing through a Product. Customer Data excludes digiDations Technology as defined in Section 7.1. Customer Outputs as defined in Section 7.2 are treated as Customer Data for processing, confidentiality, security, export, and deletion purposes, without changing ownership of incorporated digiDations Technology.

Licensee retains its rights in Customer Data and is responsible for ensuring that its submission and intended processing are lawful, with required notices, permissions, and authorizations in place.

digiDations may process Customer Data only as necessary to provide, secure, support, and maintain the subscribed Products, follow Licensee’s lawful documented instructions within the agreed service scope, and comply with law. Instructions do not expand the purchased services or require unsupported functionality. digiDations will inform Licensee if an instruction appears unlawful or materially exceeds the agreed scope; additional work requires agreement. This does not authorize unrestricted access to Licensee’s systems.

Processing on Licensee’s behalf is governed by this Agreement during the subscription term and applicable retention period. Data export and deletion are addressed in Section 9.

5.2. Data Protection and Security

Each party must comply with applicable data protection laws, including Singapore’s Personal Data Protection Act 2012 where applicable.

Where digiDations processes personal data on Licensee’s behalf, digiDations’ Data Processing Addendum available at https://www.digidations.com/legal/dpa (“DPA”) forms part of this Agreement and prevails over this Agreement to the extent of any conflict concerning that processing.

digiDations will maintain a written information security program with administrative, technical, and physical safeguards appropriate to the nature of Customer Data under its control and consistent with recognized industry standards, including access controls limited to authorized personnel subject to confidentiality obligations, encryption of Customer Data in transit and at rest, logging and monitoring, vulnerability management, and business continuity measures. digiDations will maintain ISO/IEC 27001 certification and Cyber Trust mark certification (Advocate tier) under the Cyber Security Agency of Singapore’s scheme, or materially equivalent independent certifications, within the scope stated in the applicable certificate and, on written request no more than once per year, provide its most recent summary report or certificate subject to confidentiality. digiDations will not materially reduce the overall protection of Customer Data during the subscription term.

digiDations will provide reasonable assistance with relevant individual requests and legal compliance obligations. Assistance must relate to digiDations’ processing and take account of the nature of that processing and information reasonably available to digiDations. Substantial additional work requires agreement on scope and reasonable charges, except to the extent the assistance is required by law without charge or is necessary to remedy digiDations’ breach.

digiDations will notify Licensee without undue delay, and in any event within **seventy-two (72) hours**, after becoming aware of unauthorized access to, disclosure of, or loss of Customer Data under its control and provide reasonably available information and cooperation. Information may be provided in stages as the investigation progresses. Each party remains responsible for notifications legally required of it.

5.3. Service Providers and Overseas Processing

Licensee authorizes digiDations to engage hosting, support, AI, and other service providers that process Customer Data ("Subprocessors") as necessary to perform its obligations under this Agreement. digiDations will maintain a current list of Subprocessors at https://www.digidations.com/legal/subprocessors or provide it on request and will give at least **thirty (30) days**' notice before adding or replacing a Subprocessor that will process Licensee's Customer Data, by email to Licensee's notice contact under Section 10.7 and by updating the published list, except where urgently required for security or service continuity, in which case notice will be given promptly. Licensee may object to a new Subprocessor that will process Licensee's Customer Data, on reasonable data protection grounds, by written notice within the notice period, and the parties will discuss the objection in good faith. If the objection is not resolved within **thirty (30) days**, Licensee may, by written notice, terminate the affected subscription, or the affected feature where it can be separated, and receive the refund calculated under Section 8.1.

digiDations must ensure that those providers process Customer Data within the permitted scope and are subject to appropriate written confidentiality, security, processing, and deletion obligations. digiDations remains responsible for their performance of its contractual obligations.

Overseas transfers of personal data must comply with applicable law, including requirements for comparable protection under Singapore law where applicable, and respect any agreed data residency restrictions.

5.4. Privacy Policy

Activation, account administration, license validation, diagnostics, support, and Product use may involve the transmission of information to digiDations or its service providers. For Customer-Hosted Software, license activation and renewal send a unique license key, and update checks send the installed product version and an installation identifier, each together with standard connection information such as the IP address and time of the request. Licensee may turn off automatic license retrieval and update checks as described in the Documentation, in which case Licensee installs renewed licenses and updates manually. Doing so does not affect Licensee's responsibility to install supplied updates under Section 4.3. Other information is transmitted to digiDations only if Licensee shares it for support, uses the LLM service made available through digiDations, or as otherwise described in the Documentation.

The digiDations Privacy Policy is available at https://www.digidations.com/legal/privacy. It does not expand the Customer Data processing permitted by this Agreement or amend its contractual terms.

Acceptance of this Agreement does not constitute consent to optional marketing.

5.5. Confidentiality

“Confidential Information” means nonpublic business, technical, security, or commercial information disclosed by or for a party, or accessed or otherwise obtained in connection with the Products or the parties’ relationship, that is identified as confidential or reasonably should be understood to be confidential from its nature or the circumstances. It includes Customer Data and, to the extent nonpublic, digiDations’ source code, architecture, algorithms, model parameters and configurations, system prompts, security mechanisms, technical know-how, and other digiDations Technology. Protection does not depend on each item being marked confidential.

The receiving party must protect Confidential Information with at least reasonable care and no less care than it uses for its own similar information, and use it only to perform its obligations or exercise its permitted rights under this Agreement. Disclosure is limited to Authorized Users, personnel, permitted service providers, and professional advisers who need to know and are bound by written or professional confidentiality duties no less protective than the applicable requirements of this section. The receiving party is responsible for their compliance.

These obligations do not apply to information that the receiving party can demonstrate is lawfully public through no breach, already lawfully known without restriction, independently developed without use of the Confidential Information, or lawfully received from another source without restriction.

Disclosure required by law is permitted only to the extent legally required. Where legally permitted, the receiving party must give reasonably prompt prior notice and reasonable cooperation, at the disclosing party’s expense, to seek confidential treatment or other protection.

The receiving party must promptly notify the disclosing party of any unauthorized use or disclosure of which it becomes aware and reasonably cooperate to contain and remedy it. On request or when the permitted purpose ends, it must return or securely destroy Confidential Information no longer needed for that purpose. Copies required by law and residual copies in routine backups may be retained only for the applicable legal retention period or documented backup cycle, remain protected, and must not be used for another purpose. Customer Data export and deletion are governed by Section 9.

Confidentiality obligations continue for **three (3) years** after expiration or termination, except that obligations for Customer Data and for information about Licensee’s security vulnerabilities, configurations, and controls continue for as long as the receiving party or its service providers retain that information. Trade secrets remain protected while they qualify as trade secrets, and personal data remains protected as required by applicable law. Nothing in this Agreement limits protection otherwise available under applicable law.

Unauthorized use or disclosure may cause harm that monetary damages cannot adequately remedy. The disclosing party may seek injunctive or other equitable relief, from a court or arbitral tribunal under Section 10.8, subject to applicable law, in addition to other available remedies. Such nonmonetary relief is not restricted by the monetary cap in Section 8.4.

6. AI-Enabled Features

6.1. Inputs and Outputs

This section applies to AI-enabled features in any Product, including TARA AI.

Licensee must have the rights and authorizations necessary to submit inputs for processing.

AI outputs may be inaccurate, incomplete, biased, nonunique, or subject to third-party rights. Licensee must review outputs as appropriate for their intended use before relying on them. Outputs do not replace professional judgment or required approvals.

6.2. Automated Actions

AI-enabled features carry out tasks configured by Licensee or propose actions for review.

The following are “Risk-Bearing Actions” when generated by an AI-enabled feature: (a) attack simulation, exploitation, or other security testing against production assets; (b) configuration changes to production systems, applications, or security controls; (c) creating, modifying, disabling, or deleting user accounts, credentials, or access permissions; (d) modifying or deleting data, or restarting, stopping, or shutting down systems or services; (e) deploying or executing code, scripts, or agents on Licensee’s systems; (f) actions in third-party systems connected through an integration that would have an effect described in (a) to (e); and (g) any other action the Product identifies as potentially disruptive.

When an AI-enabled feature generates a Risk-Bearing Action during a task or workflow, the feature will pause and request a decision from an Authorized User with the appropriate permissions before carrying out that action. The Authorized User may approve, modify, or reject the proposed action, where the Product offers those options. The action proceeds only as approved or as modified and approved by the Authorized User. If the action is rejected or no decision is given, it is not carried out.

An action modified by an Authorized User is treated as Licensee’s instruction, and Licensee is responsible for the modification, subject to digiDations’ obligation to carry out the action as approved.

This section applies to actions generated by AI-enabled features. Test steps that an Authorized User specifically configures and launches are governed by Section 3.4.

Where a Product allows Licensee to remove or modify an approval requirement, Licensee is responsible for that configuration and the resulting actions.

Where AI-enabled features initiate actions or workflows, Licensee is responsible for configuring appropriate permissions, approval requirements, and operational limits.

Licensee must ensure that Authorized Users have authority to initiate or approve those actions. digiDations remains responsible for delivering the agreed functionality.

6.3. Underlying AI Technology

digiDations may select, replace, or update the AI models, technologies, and service providers supporting the Products.

No particular model, version, or provider is guaranteed unless expressly agreed. digiDations is not required to disclose its underlying technical implementation except as required by applicable law or expressly agreed with Licensee.

Changes remain subject to this Agreement's functionality, confidentiality, data protection, and data residency commitments, and a new AI service provider that processes Customer Data is a Subprocessor subject to Section 5.3.

For customer-hosted deployments of TARA AI, ATLAS, and APOLLO, Licensee may configure a supported Customer-selected LLM instead of the LLM service made available through digiDations. SaaS deployments use the LLM service made available through digiDations. Where Licensee uses a Customer-selected LLM, Licensee is responsible for its arrangements with that provider, and digiDations is not responsible for that provider's processing, availability, or outputs.

6.4. Customer Data and Model Training

digiDations will not use Customer Data, including inputs and outputs, to train or fine-tune models, whether general-purpose, specialized, or customer-specific, or permit its AI service providers to do so.

digiDations may use technical and operational information generated in operating the Products, such as license activation and update records and, for SaaS, system, performance, and security logs ("Operational Data"), only to operate, secure, support, and maintain the Products and to comply with law. Operational Data does not include the content of Customer Data. digiDations' threat research and publications are based on threat intelligence collected through its own sources and do not use Customer Data.

6.5. Usage Allowances and Charges

Applicable AI usage allowances, consumption charges, and material feature limitations must be disclosed and agreed before the affected use.

Use beyond agreed allowances is subject to the usage-limit provisions in Section 2.

7. Intellectual Property

7.1. Product Ownership

Products are licensed, not sold. digiDations and its licensors retain ownership of the Products and “digiDations Technology,” meaning Product technology supplied, developed, or made available by or for digiDations, including software, source and object code, models, algorithms, documentation, templates, detection rules, technical methods, reusable scripts and workflows, know-how, and their improvements and derivatives. This includes technology developed before or during the subscription or related services. It excludes materials owned or controlled by Licensee before being provided under this Agreement, and the customer-specific content assigned under Section 7.2.

Payment for implementation, customization, or other services does not, by itself, transfer ownership of digiDations Technology. Any different ownership arrangement, including ownership of specifically commissioned code or trained models, must be expressly agreed in writing by digiDations.

All rights not expressly granted under this Agreement are reserved. No source-code delivery or access right is granted.

7.2. Customer Data and Outputs

Licensee retains its rights in Customer Data. “Customer Outputs” means customer-specific findings, reports, and results generated through Licensee’s permitted Product use. Customer Outputs exclude digiDations Technology as a separately owned asset, even where that technology is incorporated into or used to produce an output.

As between the parties, digiDations assigns to Licensee any rights digiDations holds in the customer-specific factual content, findings, and narrative of Customer Outputs. The assignment does not include Product code, reusable rules, scripts, workflows, models, templates, methods, improvements, or other digiDations Technology. No ownership of third-party materials is transferred.

To the extent digiDations Technology is incorporated into a Customer Output and necessary to use that output, digiDations grants Licensee a nonexclusive, royalty-free right to retain, reproduce, and use that technology solely as part of the Customer Output for Licensee’s internal business purposes. This right continues after the subscription ends for lawfully generated Customer Outputs, but does not permit standalone extraction, deployment, commercialization, continued execution of Product components, or access to the Products after expiration or termination. Third-party materials remain subject to their applicable licenses.

Licensee may share Customer Outputs as reasonably necessary with its Affiliates, professional advisers, auditors, insurers, regulators, and actual or prospective acquirers or financing parties, subject to appropriate confidentiality duties or legal disclosure requirements. Licensee may also share summaries of Customer Outputs, such as statements of testing scope, results, and remediation status, with its customers, business partners, and their auditors under written confidentiality obligations, including in response to security due-diligence requests. Other disclosures require digiDations’ written authorization where they disclose digiDations Confidential Information or are made in providing services to a client. Sharing an output does not grant the recipient Product access or authority to deploy or operate a Product. digiDations

Confidential Information that is not necessary to understand the permitted output must not be disclosed.

No guarantee is made that AI-generated outputs are unique or eligible for intellectual property protection. These rights do not override third-party rights or the restrictions on client deployment in Section 2.3.

7.3. Feedback

Licensee grants digiDations a nonexclusive, worldwide, perpetual, irrevocable, transferable right to use, reproduce, modify, incorporate, and sublicense voluntarily supplied Product suggestions and feedback to develop, improve, and commercialize its Products, without payment or attribution. Licensee must have authority to grant these rights.

This permission does not authorize use or disclosure of Customer Data or Licensee's Confidential Information beyond the permissions otherwise granted under this Agreement. Feedback must not include third-party confidential materials or materials Licensee is not authorized to provide.

8. Warranties and Liability

8.1. Limited Warranty

During a paid subscription term, digiDations warrants that the Products will perform materially according to the applicable Product specification when used as permitted and that its services will be performed with reasonable skill and care. The specification is a written Product description expressly approved by digiDations and identified in the Order or, if none is identified, the Documentation for the subscribed Product as supplied or made available by digiDations at the start of the term. Updates to Documentation must not materially reduce the subscribed functionality. Promotional materials, demonstrations, estimates, and roadmaps do not create additional warranties unless expressly incorporated into that specification.

digiDations further warrants that: (a) when configured in accordance with the Documentation, each Product will operate materially within the targets, scope, and safety settings configured by Licensee; (b) attack simulations, payloads, and exploitation techniques supplied by digiDations will operate materially as described in the Documentation and, where described as non-destructive or self-removing, will behave accordingly; (c) the Products and updates as supplied by digiDations will not contain viruses, ransomware, backdoors, time bombs, or other malicious code, other than simulation and testing content that operates as documented under Licensee's control; and (d) digiDations will maintain commercially reasonable secure development practices, including code signing of Customer-Hosted Software and updates and protection of its build, update, and distribution infrastructure.

digiDations will notify Licensee without undue delay after confirming a critical or high-severity vulnerability in a subscribed Product, or a compromise of its build, update, or distribution infrastructure affecting software supplied to Licensee, and will make available a fix, mitigation, or workaround within a reasonable time appropriate to the severity.

Licensee must promptly report material nonconformity with sufficient information for investigation. digiDations will use reasonable efforts to correct the nonconformity, provide a reasonable workaround that restores materially conforming operation without materially impairing ordinary use, or provide a materially conforming replacement. If none is provided within **thirty (30) days** after adequate written notice, Licensee may terminate the affected subscription by written notice while the material nonconformity continues and obtain the applicable refund.

For any refund expressly due from digiDations under this Agreement, the refundable amount is the prepaid subscription fees received by digiDations for the affected subscription, prorated over its unused period from the effective termination date. Separate Reseller margins, financing charges, implementation or other services, and unrelated purchases are excluded. Taxes are refunded only to the extent legally recoverable. Licensee may have separate refund rights against its Reseller for amounts paid to that Reseller.

digiDations will process the applicable refund directly or through the Reseller, subject to reasonable proof of purchase and allocation of the affected fees. If the Reseller cannot pass through the applicable refund, digiDations will pay that amount directly to Licensee. Amounts already refunded or credited for the same unused period are deducted, and Licensee may not recover the same amount twice.

To the extent permitted by law, correction, a qualifying workaround or replacement, and termination with the applicable refund are Licensee's exclusive remedies for breach of the warranties in this section, except that where Licensee's systems or data are damaged because a

Product operated materially outside Licensee's configured targets, scope, or safety settings due to a defect in the Product, or because of a breach of warranty (c) or (d) above, Licensee may also recover its reasonable costs of investigating the incident and restoring affected systems and data, which are treated as direct damages subject to Section 8.4. This does not restrict remedies for a separate breach of another express obligation or mandatory rights and does not permit duplicate recovery for the same loss.

8.2. Warranty Exclusions

The warranty does not cover faults caused by misuse, configuration contrary to the Documentation, unauthorized modification, unsupported customer environments, customer-controlled third-party systems, or failure to install relevant supplied updates after reasonable notice. An exclusion applies only to the extent that the identified cause produced the fault.

The Products do not guarantee discovery or prevention of every threat, vulnerability, or attack, uninterrupted or error-free operation, or compliance with every legal or industry requirement.

Except as expressly stated and to the extent permitted by law, digiDations excludes other warranties, including implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, and noninfringement.

8.3. Third-Party Claims

digiDations will defend Licensee against third-party claims that authorized use of a paid Product as supplied by digiDations infringes or misappropriates a copyright or trade secret, or infringes a patent or registered trademark enforceable in Singapore, the United States, the United Kingdom, a member state of the European Union, or another country identified as a covered territory in the Order, and pay resulting damages finally awarded by a court or agreed in a settlement approved by digiDations. Defense and payment obligations are subject to the Enhanced Cap in Section 8.4.

This obligation excludes claims to the extent caused by Licensee's materials, unauthorized modification or use, combinations not supplied, required, or expressly authorized by digiDations where the claim would not otherwise arise, or use of a superseded version where a supplied update would have avoided the claim and Licensee had reasonable notice and opportunity to install it. It does not cover third-party materials or AI-generated Customer Outputs, except to the extent the claim arises from digiDations Technology incorporated into those outputs. Continued allegedly infringing use after digiDations requires cessation and provides a materially equivalent lawful alternative, or terminates the affected subscription with the applicable refund, is not covered.

If a covered claim is made or reasonably anticipated, digiDations may obtain continued usage rights, modify or replace the affected Product with a materially equivalent solution that does not infringe the relevant rights, or terminate the affected subscription and provide the refund calculated under Section 8.1 if those options are not reasonably available. To the extent permitted by law, this section states digiDations' entire liability and Licensee's exclusive remedies for the covered infringement claims, subject to Section 8.4 and mandatory rights.

Licensee will defend digiDations against third-party claims caused by Licensee's unlawful use, unauthorized testing or client deployment, or infringing Customer Data, and pay resulting damages finally awarded or agreed in a settlement approved by Licensee. This obligation does not apply to the extent the claim results from digiDations' breach, negligence, or misconduct.

For either defense obligation, the protected party must give prompt written notice, provide reasonable cooperation at the defending party's expense, and allow the defending party to control the defense through competent counsel. Delayed notice reduces protection only to the extent it materially prejudices the defense. The protected party may participate through its own counsel at its own expense. A settlement imposing an admission, payment, or continuing obligation on the protected party requires its prior written consent, not to be unreasonably withheld. The defending party must not settle without an unconditional release of the protected party from the settled claim.

8.4. Limitation of Liability

To the extent permitted by law, neither party is liable under or in connection with this Agreement for indirect or consequential loss, or lost profits, revenue, business opportunities, goodwill, or anticipated savings, whether claimed as direct or indirect loss.

Subject to the exceptions below, each party's total aggregate monetary liability for all claims arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is subject to a single cumulative cap. The cap equals the subscription fees paid or contractually payable by Licensee to the Seller for all Products under this Agreement attributable to the **twelve (12) months** immediately before the earliest event giving rise to any claim. If that event occurs within the first **twelve (12) months** of the parties' first subscription under this Agreement, the cap instead equals the fees paid or contractually payable for that first **twelve (12)-month** period, or the entire committed term if shorter. Multiyear fees are allocated proportionately to the relevant period. Taxes, Reseller or third-party financing charges, hardware, and separate implementation, consulting, or other services are excluded.

The cap is based on Licensee's subscription price, not digiDations' receipts from a Reseller. It applies collectively across Products, Orders, legal grounds, and related or unrelated claims and does not reset for each claim, renewal, or Product. Defense costs and amounts paid by digiDations for infringement claims under Section 8.3 count toward the Enhanced Cap. Other defense costs and amounts paid under Section 8.3 count toward the general cap to the extent the relevant obligation is capped. Fees for a genuinely free trial or evaluation are zero for this purpose.

Instead of the general cap, each party's total aggregate monetary liability for (a) its breach of Section 5.2, 5.3, or 5.5 resulting in unauthorized access to, or disclosure or loss of, the other party's Confidential Information or Customer Data, and (b) digiDations' defense and payment obligations for infringement claims under Section 8.3, is limited to **two (2) times** the general cap (the "Enhanced Cap"). The Enhanced Cap is each party's maximum aggregate monetary liability under this Agreement, and amounts paid under the general cap count toward it. For breaches under clause (a), reasonable costs of forensic investigation and of legally required notifications to individuals and regulators are treated as direct damages and are not excluded by the first paragraph of this Section 8.4.

Neither the exclusions of loss nor the monetary cap applies to:

a. fraud or fraudulent misrepresentation;
b. death or personal injury caused by negligence;
c. Licensee's obligation to pay properly due fees;

d. Licensee's infringement or misappropriation of digiDations' intellectual property rights, or Licensee's deliberate breach of the client-use restrictions in Section 2.3;
e. a party's gross negligence or willful misconduct, including deliberate unauthorized use or disclosure of the other party's Confidential Information; or
f. liability that cannot lawfully be excluded or limited.

Refunds expressly due under this Agreement are payable as calculated under Section 8.1 outside the monetary cap and do not reduce it. A refund must be taken into account when calculating compensation for the same loss to prevent duplicate recovery. The cap does not restrict nonmonetary injunctive or equitable relief. Nothing in this Agreement excludes or restricts mandatory rights or remedies.

9. Suspension, Termination, and Data Exit

9.1. Suspension

digiDations may suspend affected access or activation where reasonably necessary to address a material security risk, unlawful activity, unauthorized client deployment, or material breach.

Suspension must be proportionate, with notice and an opportunity to resolve the issue where practicable. Where Licensee has failed to pay undisputed subscription fees due to the Seller, suspension requires written notice and at least **ten (10) days** to pay the overdue amounts.

Access will be restored promptly after the issue is resolved. This provision does not authorize unrestricted access to Licensee's environment, deletion of its data, or disabling unrelated systems.

9.2. Termination for Breach

Either party may terminate the affected subscription under this Agreement for a material breach that remains unremedied **thirty (30) days** after written notice.

digiDations may terminate immediately for deliberate unauthorized client deployment or another serious breach incapable of remedy.

If Licensee terminates for digiDations' uncured material breach, Licensee is entitled to the refund for the unused affected subscription term calculated and processed under Section 8.1.

If digiDations terminates for Licensee's material breach, committed unpaid fees remain payable under the applicable purchase arrangements, subject to mandatory law. Termination of usage rights under this Agreement does not, by itself, terminate a separate purchase agreement with the Seller or make digiDations a party to that agreement.

9.3. Expiration and Cessation of Use

On expiration or termination, Licensee must stop using the affected Products, revoke access, and uninstall and delete supplied software copies, except copies legally required to be retained and not used operationally.

Licensee retains its Customer Data and lawfully retained outputs, subject to Section 7. Licensee is responsible for preserving or exporting customer-hosted data before uninstalling the software.

9.4. SaaS Data Export

Licensee may request export of Customer Data in the standard export format supported by the subscribed Product during the subscription term and for **thirty (30) days** after expiration or termination. The export covers Customer Data held by digiDations and Customer Outputs available for retention under Section 7.2, excluding digiDations Technology as a separate asset and third-party materials that cannot lawfully be exported.

The Product's standard export is included. Custom formats, conversion, reconstruction, and additional migration work require agreement on scope and charges. digiDations may verify the requester's authority and restrict legally prohibited or materially insecure methods, but must offer an available lawful and reasonably secure standard method.

The export period does not extend ordinary Product usage rights. Licensee must make its export request within that period.

9.5. Data Deletion

After the export period, digiDations will delete or irreversibly anonymize Customer Data within **ninety (90) days** unless another period is agreed or retention is legally required. Anonymization must remove information identifying Licensee or an individual and must not preserve or permit disclosure of Licensee's Confidential Information.

Residual backup copies are deleted through the backup rotation cycle, and in any event within **ninety (90) days** after deletion from production systems. Such copies must be isolated from ordinary use and remain protected until deleted. If restored for recovery, the applicable deletion must be reapplied. Data retained for legal reasons must be limited to that purpose and deleted when the legal requirement ends.

Customer Data held by digiDations for support of Customer-Hosted Software must be deleted within **ninety (90) days** after it is no longer needed for the authorized support purpose, subject to the same legal retention and backup exceptions.

10. General Terms

10.1. Trials and Evaluations

Trials and evaluations are limited to the scope and period confirmed by digiDations, or **thirty (30) days** if no period is specified, and are for nonproduction use unless expressly authorized.

They are provided “as is” and “as available,” without the paid-subscription warranty or digiDations’ defense commitments under Section 8.3, to the extent permitted by law. Confidentiality, data protection, ownership, use restrictions, and the other applicable terms of this Agreement continue to apply.

Trials do not convert to paid subscriptions without express agreement. Unless different exit arrangements are expressly agreed before the trial begins, Sections 9.4 and 9.5 apply to trial data. Trial data is exportable only to the extent supported by the trial functionality; digiDations must disclose any material export limitation before Licensee submits Customer Data.

10.2. Assignment

Neither party may assign this Agreement without the other party’s prior written consent, not to be unreasonably withheld.

Either party may assign this Agreement without consent, on written notice, to an Affiliate or to a successor in a merger, acquisition, reorganization, or sale of all or substantially all of the business or assets to which this Agreement relates, if the assignee assumes the assigning party’s obligations in writing. For assignment by Licensee, all fees then due must be paid and the assignee must not be a competitor of digiDations or subject to applicable sanctions. Any other assignment without required consent is void.

10.3. Events Beyond Reasonable Control

Neither party is responsible for delay caused by events beyond its reasonable control if it provides reasonably prompt notice and takes reasonable mitigation steps. Fees already due remain payable.

If such an event prevents material performance for more than **thirty (30) days**, either party may terminate the affected service on written notice. Licensee will receive the refund calculated and processed under Section 8.1 for the unused prepaid period after termination.

10.4. Entire Agreement and Order of Precedence

This Agreement and the applicable Order contain the entire agreement concerning the Products.

A separately signed agreement between digiDations and Licensee prevails to the extent it expressly varies this Agreement. The Order determines the agreed purchase details, subject to the authorized entitlements and reconciliation process in Section 1.4. Additional or conflicting terms in a purchase order, procurement portal, supplier form, or similar customer document do not amend this Agreement merely because digiDations or a Reseller accepts an order, issues an invoice, delivers a Product, or receives payment. A variation must identify the affected contractual terms and be expressly accepted in writing by an authorized representative of digiDations.

A Reseller cannot amend this Agreement or grant additional rights on digiDations’ behalf without express written authorization. The Privacy Policy describes applicable information practices and

does not amend this Agreement. A separate disclaimer or website notice does not override this Agreement unless expressly incorporated through an agreed variation under this section.

10.5. Changes to This Agreement

Material amendments require notice and acceptance by an authorized representative of Licensee before applying to Licensee.

Ordinary user activity or changes published on a website do not amend an existing commercial agreement. Revised terms may apply at renewal if accepted.

10.6. Waiver, Severability, and Survival

Failure to enforce a provision is not a waiver. If a provision is unenforceable, the remaining provisions continue in effect.

Accrued obligations and provisions intended to survive, including ownership, confidentiality, liability, and data exit, remain effective without extending Product usage rights.

A person who is not a party has no right to enforce this Agreement under Singapore's Contracts (Rights of Third Parties) Act 2001.

10.7. Notices

Legal notices to digiDations must be sent to its legal email address or delivered by hand or tracked courier to its address below:

digiDations Pte. Ltd.

20 Anson Road, #06-16

Singapore 079912

Email: legal@digidations.com

Notices to Licensee may be sent by email to its designated administrator or legal contact, or delivered by hand or tracked courier to its address in the Order or account record. Each party must keep its contact details current. A change of notice details takes effect when notified through an existing valid notice channel.

An email notice takes effect on the next business day after transmission if the sender receives no delivery-failure notification. A hand-delivered or courier notice takes effect on recorded delivery. "Business day" means a day other than a Saturday, Sunday, or public holiday in Singapore. Breach, suspension, termination, amendment, and End of Sale or End of Support notices must use these channels. Routine operational notices may also be provided through the Product. These provisions do not replace any mandatory rules for service of arbitral or legal proceedings.

10.8. Governing Law and Jurisdiction

This Agreement is governed by the laws of Singapore.

The parties will first attempt in good faith to resolve any dispute arising out of or in connection with this Agreement through negotiation between senior representatives for **thirty (30) days** after written notice of the dispute. Any dispute not resolved within that period, including any question regarding the existence, validity, or termination of this Agreement, will be referred to

and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC in force at the time. The seat of arbitration is Singapore, the tribunal will consist of **one (1)** arbitrator, and the language of the arbitration is English. The arbitration, including any award, is confidential except as required to enforce an award or by law.

Either party may seek urgent interim or injunctive relief from any court of competent jurisdiction to protect its Confidential Information or intellectual property, without waiving the agreement to arbitrate.

10.9. Export Controls and Sanctions

Each party must comply with export control and economic sanctions laws applicable to its performance and use of the Products, including those of Singapore, the United States, the United Kingdom, and the European Union. Licensee acknowledges that the Products include security testing functionality that may be subject to those laws. Licensee must not export, re-export, transfer, or provide access to a Product to any person, entity, or destination subject to comprehensive sanctions or listed on an applicable restricted-party list, or use a Product for a purpose prohibited by those laws, and represents that neither it nor its Authorized Users are on such a list. digiDations may suspend access to the extent reasonably necessary to comply with those laws.

10.10. Publicity

digiDations may identify Licensee by name and logo as a customer in customer lists, consistent with Licensee's trademark guidelines, unless Licensee opts out by written notice. Any other publicity, including case studies, press releases, or quotations attributed to Licensee, requires Licensee's prior written consent.