



END USER LICENSE AGREEMENT

This End User License Agreement (the “**Agreement**”) is between **CYBER DEFENCE QCD CORPORATION / CORPORATION DE CYBERDÉFENSE QCD** (referred to as **CYDEF**) (the “**Licensor**”) and you, the user (the “**Licensee**”). This Agreement describes the terms and conditions under which the Licensee may use the Licensed Material (as defined below). By downloading, installing, or using the Software, the Licensee agrees to comply with and be bound by all terms of this Agreement.

For good and valuable consideration, the parties agree as follows:

1. Definitions

“**Documentation**” means the user manuals, online documentation, reference manuals and related materials provided to the Licensee by the Licensor in connection with the use of the Software.

“**Licensed Material**” means the Software and Documentation.

“**License Term**” shall have the meaning set forth in Section 4.1.

“**Machine**” shall mean any computer, server, network, workstation, device, or virtual machine that the Software is downloaded and installed on and/or that the Licensor has access to through the installation of the Software.

“**Master Subscription Agreement**” means the Master Subscription Agreement entered into between Licensor and Licensee.

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For greater certainty, Personal Data does not include information that is anonymized or aggregated.

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“**Sensor Data**” means raw sensor data originating from Licensee’s information technology and network infrastructure and communicated to the Platform, including but not limited to, servers, firewalls, end nodes, devices, web proxies, net flows, usage logs and intrusion detection systems. For greater certainty, Sensor Data does not include any Personal Data.

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“**Software**” means the proprietary CYDEF Cloud Infrastructure Agent Software licensed to the Licensee, and any modified, updated, or enhanced versions of such software.

2. Grant of License

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2.2 License Restrictions. The Licensee will not (and will not allow any third party to) with respect to the Licensed Material: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms by any means whatsoever; (ii) remove any product identification, copyright or other notices, (iii) sell, rent, lend, transfer, distribute, license or grant any rights in the Licensed Material in any form to any person without the written consent of the Licensor; (iv) except as specified in the applicable Documentation, modify, incorporate into or with other software; (v) create a derivative work of any part of the Licensed Material; or (vi) tamper with, otherwise modify, or take any action to circumvent any such alternative licensing protection mechanism.

2.3 Ownership of Licensed Material. As between the parties, at all times the Licensor retains title to, and ownership of all copyright, intellectual property rights and distribution rights with respect to the Licensed Material, and all copies, portions, derivatives thereof or modifications thereto. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software. The Licensor reserves all rights not expressly granted hereunder.

2.4 Transfers. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Licensed Material for use by one or more third parties.

2.5 Access to Machine(s). If necessary to complete the Services, including for the purpose of providing SMART-Monitor (as defined in the [Standard Terms of Service](#)), the Licensor may be required to access the Licensee's Machine(s), which include, but are not limited to, the execution of code and downloading of files from the Licensee's Machine(s) in order to complete investigative work to determine whether an anomalous event or events on the Licensee's Machine(s) is/are benign or malicious. Prior to accessing such Machine(s), except where Licensee has agreed to purchase and receive SMART-Monitor Services (as defined in the Schedule C - [Standard Terms of Service](#)), Licensor shall provide written notice to the Licensee regarding such access and shall obtain written consent from the Licensee for such access and investigative activities. Any such notice to the Licensee shall clearly detail the reason for the Licensor's access to the Licensee's Machine(s) and the specific investigative activities to be undertaken.

In the event that the files downloaded pursuant to this Section 2.5 from the Licensee's Machine(s) contain Personal Data, the Licensee agrees that the Licensor lawfully collected, used, and/or retained such Personal Data, and Licensee has obtained the necessary authority and agrees to disclose such Personal Data to the Licensor.

2.6 Failure to Comply. Failure to comply with any of the terms of this Section 2 shall be considered a material breach of this Agreement.

3. Software Installation & Use of Sensor Data

3.1 Software Installation, If necessary, Licensee agrees to provide the Licensor's authorized employees and contractors with access to Licensee's network infrastructure in order to install the Software and provide the Services to the Licensee through the operation of the Software.

3.2 Sensor Data Ownership. Licensee agrees that Licensee owns all Sensor Data that is transmitted by the Software to the Platform for the purpose of Licensor providing the Services to Licensee.

3.3 Personal Data. Licensee acknowledges that Licensor does not knowingly collect Personal Data in association with the operation of the Software, including the provision of the Services. Licensee represents and warrants that no Personal Data shall be included nor embedded with any Sensor Data. Licensee shall defend, indemnify and hold harmless Licensor from and against any and all liabilities, losses, damages, costs, credits, penalties or charges, including legal fees, suffered or incurred by Licensor as a result of any third party claims, suits, proceedings, audits, investigations, or other actions brought against Licensor, its agents, employees, representatives, or subcontractors arising out of or related to the provision of Personal Data by Licensee to Licensor contrary to this Section 3.

3.4 Failure to Comply. Failure to comply with any of the terms of this Section 3 shall be considered a material breach of this Agreement.

4. Term and Termination of License

4.1 Term. This Agreement will be effective upon the effective date of the Master Subscription Agreement and will continue until the termination or expiration of such agreement (the “**License Term**”).

4.2 Termination. Notwithstanding Section 4.1, the Licensor may terminate this Agreement: (i) upon written notice if the Licensee fails to cure any material breach of this Agreement within thirty (30) days of receiving notice of such breach from the Licensor; provided however, a breach of Sections 2 and 3 will be deemed incapable of cure, and this Agreement will terminate immediately; (ii) immediately upon notice if the Licensee becomes insolvent (i.e., becomes

unable to pay its debts in the ordinary course of business as they come due) or makes an assignment for the benefit of creditors or (iii) upon receipt of a written end-of-life notice within one hundred and eighty (180) days of receiving such notice to the Licensor.

4.3 Effect of Termination. Upon termination, the Licensee will immediately cease all use of the Licensed Material and will, at the option of the Licensor, return or destroy all copies of the Licensed Material and all portions thereof (whether or not modified or incorporated with or into other software) and so certify to the Licensor in writing by an officer of Licensee. Unless otherwise provided in this Agreement, termination is not an exclusive remedy and all other remedies will be available whether or not the Agreement is terminated. Sections 1, 2.2, 2.3, 2.4, 2.5, 3.2, 3.3, 4.3, 6, 7, and 8 will survive termination of this Agreement.

5. Maintenance and User Support

5.1 No user support or maintenance is provided as part of this Agreement.

6. Limited Warranty and Disclaimer

6.1 Warranty. The Licensor warrants to the Licensee to the best of its knowledge that the Software, as delivered, will substantially conform to the Documentation, that the Licensor owns or has licensed the necessary rights, including rights to the relevant intellectual property rights, to perform its obligations under this Agreement, and that no notice has been given to the Licensor alleging that the Licensed Material infringes any intellectual property rights of third parties, nor violates any other agreement or applicable legislation.

6.2 DISCLAIMER. EXCEPT FOR THE FOREGOING WARRANTY, THE LICENSED MATERIAL IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

7. LIMITATION OF LIABILITY

7.1 TO THE EXTENT ALLOWED BY LAW, IN NO OTHER EVENT WILL THE LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY DOWNTIME, LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW, THE LICENSOR’S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE SUM OF ONE HUNDRED CANADIAN DOLLARS.

8. Miscellaneous

8.1 This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

8.2 This Agreement can only be modified in writing signed by both the Licensor and the Licensee.

8.3 Failure by the Licensor to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

8.4 This Agreement does not create or imply any relationship in agency or partnership between the Licensor and the Licensee.

8.5 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

8.6 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties’ intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

8.7 This Agreement and the Schedule C – [Standard Terms of Service](#) contained in this Agreement apply to and are binding upon the Licensor’s successors and assigns.

All notices to the Licensor under this Agreement are to be provided at the following address:

CYDEF

C/O MDK BUSINESS LAW
PROFESSIONAL CORPORATION

441 MacLaren Street, Suite 200B
Ottawa, Ontario K2P 2H3

8.8 Neither party will be liable for delays or failure to perform its obligations under this Agreement, which delay or failure was caused by events such as acts of God, war, terrorist acts, power failure, acts of government, or any other cause beyond the reasonable control of that party. If such an event occurs, the party whose performance is hindered will give notice to the other party providing the nature of the delay and an estimate of time that delay will continue, and the delayed party will resume performance of its obligations as soon as possible after the end of the event.



8.9 The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8.10 In the event of Licensee's breach of Sections 2 and/or 3, the Licensee agrees that money or damages would not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, and without waiving the right to arbitration, the Licensor will be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining and restraining the Licensee from continuing such breach and the payment by the Licensee of all expenses associated with litigation, including reasonable legal fees.