

Securus

End User Licence Agreement (EULA)



Table of Contents

1.	<i>DEFINITIONS</i>	2
2.	<i>LICENCE GRANT</i>	2
3.	<i>SUBSCRIPTION AND FEES</i>	3
4.	<i>THIRD-PARTY COMPONENTS AND SERVICES</i>	3
5.	<i>CUSTOMER OBLIGATIONS AND RESPONSIBILITIES</i>	4
6.	<i>DATA PRIVACY AND SECURITY</i>	4
7.	<i>INTELLECTUAL PROPERTY RIGHTS</i>	5
8.	<i>CONFIDENTIALITY</i>	5
9.	<i>WARRANTIES AND DISCLAIMERS</i>	6
10.	<i>LIMITATION OF LIABILITY</i>	6
11.	<i>INDEMNIFICATION</i>	7
12.	<i>TERM AND TERMINATION</i>	7
13.	<i>GOVERNING LAW AND DISPUTE RESOLUTION</i>	7
14.	<i>GENERAL PROVISIONS</i>	8

This End-User Licence Agreement ("Agreement") is a legal agreement between you (the "Customer" or "you") and **Cyber Intelligence Solutions Pty Ltd** ("CIS"), a company incorporated in Australia (ABN 88 629 452 419), with its principal offices located at **Level 17 Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia**.

This Agreement governs your access to and use of CIS's **Securus** Cyber Intelligence Platform and related services, software, and documentation (collectively, the "Platform"). By installing, accessing, or otherwise using the Platform, you agree to be bound by this Agreement. If you do not agree to these terms, do not install or use the Platform.

1. DEFINITIONS

- 1.1. "Affiliate" means any entity that controls, is controlled by, or is under common control with either party. Control refers to ownership of more than 50% of the voting rights or other ownership interests in the entity.
- 1.2. "Authorised User" means individuals authorised by the Customer to use the Platform in accordance with the terms of this Agreement, including the Customer's employees, contractors, and agents.
- 1.3. "Customer Data" means any data, information, or material uploaded to, processed, or created using the Platform by the Customer or its Authorized Users.
- 1.4. "Documentation" means user manuals, technical guides, or other documentation (whether in electronic or physical form) that CIS provides concerning the installation, operation, and use of the Platform.
- 1.5. "Effective Date" means the date on which the Customer first installs, accesses, or uses the Platform, or the date specified in the relevant purchase order, whichever is earlier.
- 1.6. "Intellectual Property Rights" means all intellectual property rights, including patents, copyrights, trademarks, service marks, trade secrets, know-how, and all other proprietary rights, whether registered or unregistered.
- 1.7. "Licence Key" means any unique authorization key or other activation mechanisms provided by CIS to the Customer to enable the Platform's full use in accordance with this Agreement.
- 1.8. "Personal Information" has the meaning given to that term in the Australian Privacy Act 1988 (Cth) ("Privacy Act").
- 1.9. "Platform" means the Securus Cyber Intelligence Platform, including any associated software, services, modules, updates, enhancements, modifications, and Documentation provided by CIS.
- 1.10. "Sensitive Data" means any information relating to an identified or identifiable natural person, such as personal data protected by the GDPR, personal health information (PHI), or other regulated sensitive information.
- 1.11. "Subscription" means the scope, term, and duration for which the Customer is granted the right to use the Platform, as specified in the applicable purchase order.
- 1.12. "Subscription Scope" means the Subscription terms, Subscription Period, and any other usage scope and metrics, terms and restrictions on the scope of Subscription, all as outlined in the applicable purchase order(s).
- 1.13. "Third-Party Components" means software, services, or other components provided by third parties, which are integrated with, or required for, the use of the Platform.

2. LICENCE GRANT

- 2.1. Licence Grant: Subject to the Customer's compliance with the terms and conditions of this Agreement, CIS hereby grants the Customer a non-exclusive, non-transferable, non-sublicensable, and limited Licence to access and use the Platform for its internal business purposes during the Subscription term.
- 2.2. Licence Scope: The Platform may be used only by the Customer's Authorised Users for cybersecurity monitoring, intelligence, and risk management purposes, as defined in the purchase order. Subject to these Terms and solely during the Term hereof, the installation, activation, and use of the Platform shall be enabled on the Customer's networks and assets, locally or remotely hosted on the cloud according to the Subscription Scope. Any other use or offering Platform access to third parties, is prohibited.
- 2.3. Licence Restrictions: Except as expressly permitted in this Agreement, the Customer shall not, and shall not permit others to:

- (a) Modify, reverse-engineer, decompile, or disassemble the Platform.
 - (b) Create derivative works of the Platform.
 - (c) Remove or alter any proprietary notices or labels on the Platform.
 - (d) Lease, rent, sublicense, assign, or otherwise transfer rights to the Platform.
 - (e) Use the Platform in violation of any applicable law, regulation, or privacy laws.
- 2.4. Marks and Use of Securus or CIS Name: These Terms do not grant the Customer any rights to CIS trademarks logos, trade names or service marks (“Marks”). The Customer will not remove or modify any CIS Marks or notice of CIS proprietary rights within the Platform and/or its Documentation.
- 2.5. Platform Minimum Requirements: The Customer agrees that the proper use of the Platform may require compatible hardware, internet access, and certain software, as further described in the Documentation provided by CIS.
- 2.6. Compliance with these Terms and the Subscription Scope: The Customer must notify CIS without undue delay about:
- 2.7. Any unauthorised or misuse of the Platform; or
- 2.8. Any security incident the Customer realises in connection with the Platform. CIS shall have the right to monitor and audit the Platform to verify Customer compliance with these Terms, including the Subscription Scope.
- 2.9. New Releases and Updates: The terms and conditions of this Agreement will govern any New Release or update that CIS may provide, unless such New Releases or update are accompanied by a separate licence agreement in which case the terms and conditions of that separate Licence agreement will govern. CIS may withdraw, vary, reconfigure, add to, modify, substitute or otherwise change the Platform due to market demand, any change in applicable law or regulation, any change in technology or security requirements or where a third party changes the terms upon which it supplies its Third Party Services to CIS.
- 2.10. Reservation of Rights: CIS retains all rights, title, and interest in and to the Platform and its underlying technology, including all associated Intellectual Property Rights. No rights are granted by CIS other than those expressly set forth in this Agreement.

3. SUBSCRIPTION AND FEES

- 3.1. Subscription Period: The Subscription shall commence on the Effective Date and shall continue for the period specified in the applicable master services agreement (MSA), purchase order, or invoice, unless earlier terminated in accordance with this Agreement.
- 3.2. Fees and Payment: The Customer shall pay all fees set forth in the applicable MSA or purchase order.

4. THIRD-PARTY COMPONENTS AND SERVICES

- 4.1. Use of Third-Party Components: The Platform may include or be integrated with third-party components, services, or software that are licenced to CIS or provided directly to the Customer. Such Third-Party Components may be subject to additional terms and conditions as specified by the respective third-party licensors.
- 4.2. Third-Party Service Integration(s) and Data Exchange: The Customer may enable, at its discretion, optional third-party plug-ins, modules, or integrations intended to enhance or complement the functionalities or usability of the Platform (“Third-Party Integrations”). Upon enablement of any Third-Party Integration(s) by the Customer in conjunction with the Platform, and as long as such Third-Party Integration(s) remain enabled and/or active, the Customer confirms the following:

- (a) The Customer has a valid licence and/or other authorisation to use the applicable Third-Party Integration, and the Customer is and shall continue to comply therewith during the Subscription Period; and
 - (b) Certain Customer Data, and other information generated and/or obtained under these Terms, will be exchanged and used to enable the integration with the Platform;
- 4.3. Third-Party Services: The Customer acknowledges that the availability and functionality of certain features of the Platform may depend on third-party services (such as cloud infrastructure or threat intelligence feeds). CIS is not responsible for interruptions or unavailability caused by such third-party services.
- 4.4. Open Source Software: The Platform may contain or be distributed with open-source software components, which are subject to their respective licence terms. CIS shall identify any open-source software components used in the Platform, and the Customer agrees to comply with such terms.

5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

- 5.1. Compliance with Laws: The Customer agrees to comply with all applicable local, state, national, and international laws and regulations, including data protection, privacy, and cybersecurity laws, in connection with its use of the Platform.
- 5.2. User Management: The Customer is responsible for managing its Authorised Users and ensuring that each User complies with the terms of this Agreement. The Customer shall promptly notify CIS if any User no longer requires access to the Platform.
- 5.3. Security Measures: The Customer is responsible for maintaining the confidentiality of any licence Key, user credentials, and any other security features associated with the Platform. The Customer shall implement reasonable security measures to prevent unauthorized access to the Platform.
- 5.4. Backup and Data Storage: The Platform is not intended for long-term data storage or backup purposes. The Customer is responsible for maintaining regular backups of its data and ensuring data is appropriately safeguarded.

6. DATA PRIVACY AND SECURITY

- 6.1. Data Ownership: The Customer retains all rights, title, and interest in and to Customer Data processed by the Platform. CIS does not claim any ownership rights in Customer Data.
- 6.2. Data Processing: By using the Platform, the Customer grants CIS a non-exclusive, royalty-free licence to process, store, and transmit Customer Data for the purposes of providing the Platform and any related services. CIS shall process Customer Data in accordance with applicable data protection laws and the terms of this Agreement.
- 6.3. Anonymised Data: The Customer grants CIS an irrevocable, perpetual, non-transferable, non-sublicensable, non-exclusive, royalty-free right to use, any depersonalised anonymous or statistical data, which does not identify the Customer or its Users, and any derivative, or data which is derived or deducted by CIS from Customer's and its Users' use of the Platform pursuant hereto, for CIS analytics, research, development, internal uses and to generate general insights, reports and publications for cyber threats, and/or CIS industry, products and performance.
- 6.4. Usage Data: CIS may, directly or indirectly, collect and use Usage Data for the purpose of enhancing, operating, and supporting the Services and the Platform, provided the Usage Data does not include any Customer personal information. Furthermore, the Company will not share the Usage Data with any third party and shall process it solely in accordance with the CIS privacy policy and the terms of this Agreement.
- 6.5. Data Privacy Compliance: CIS and the Customer shall both comply with all applicable data privacy laws, including but not limited to the Privacy Act 1988 (Cth) in Australia, the General Data Protection Regulation (GDPR) in the European Union, and the California Consumer Privacy Act

(CCPA) in the United States. Where applicable, both parties shall also adhere to any other relevant international or local data protection regulations. CIS shall process Customer Data only as instructed by the Customer and as necessary to provide the Platform, in accordance with all data minimisation, consent, and processing requirements.

- 6.6. Security Measures: CIS will implement and maintain appropriate technical and organisational measures to protect Customer Data in compliance with these laws, including ensuring the rights of access, correction, deletion, and data portability where required. The Customer is responsible for ensuring that the collection, sharing, and provision of Customer Data to CIS complies with all applicable laws and regulations, including obtaining necessary consents from individuals where required. The Customer must also ensure that any instructions provided to CIS regarding the processing of Customer Data are compliant with applicable privacy laws. Additionally, the Customer agrees to notify CIS of any changes in data privacy requirements or instructions that may impact CIS's obligations under this Agreement.
- 6.7. Data Breach Notification: In the event of a security breach that results in unauthorised access to Customer Data, CIS will notify the Customer without undue delay and provide all reasonable assistance to investigate and mitigate the breach.
- 6.8. Data Retention and Deletion: UPON TERMINATION OF THIS AGREEMENT, CIS WILL RETAIN CUSTOMER DATA FOR A PERIOD OF 6 MONTHS TO COMPLY WITH APPLICABLE LEGAL OBLIGATIONS, INTERNAL POLICIES, OR FOR AUDIT PURPOSES. THEREAFTER, CIS WILL DELETE OR ANONYMISE THE DATA, UNLESS OTHERWISE AGREED UPON IN WRITING BY THE CUSTOMER.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Ownership of the Platform: CIS owns and retains all rights, title, and interest in and to the Platform, including all Intellectual Property Rights. The Customer acknowledges that this Agreement does not grant any rights to the Platform other than the limited licence expressly provided herein.
- 7.2. Feedback: If the Customer provides CIS with any suggestions, comments, or other feedback relating to the Services, or if CIS, independently or via its third-party service provider, generates any knowledge in connection with the provision of the Services and any related services or the use thereof (collectively "Feedback"), whether such Feedback is provided or generated (as applicable) before, on or after the Effective Date, such Feedback is and shall become the property of CIS and/or its Affiliates. CIS shall only use such Feedback in an anonymous depersonalised way that does not identify Customer or the Customer Data in any manner. To the extent that the foregoing assignment is ineffective for whatever reason, you agree to grant and hereby grant to CIS a nonexclusive, perpetual, irrevocable, royalty-free, worldwide licence (with the right to grant and authorise sublicences) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.
- 7.3. Infringement Claims: If the Platform becomes, or in CIS's opinion is likely to become, the subject of a third-party intellectual property infringement claim, CIS may, at its option and expense:
 - (a) Obtain the right for the Customer to continue using the Platform.
 - (b) Modify or replace the Platform to make it non-infringing; or
 - (c) If neither of the above options is commercially reasonable, terminate this Agreement and refund the unused portion of any prepaid fees for the remaining Subscription period.
- 7.4. Customer Data Ownership: The Customer retains all ownership rights to its Customer Data and grants CIS a limited licence to use such data solely for the purposes of providing the Platform in accordance with this Agreement.

8. CONFIDENTIALITY

- 8.1. Definition of Confidential Information: "Confidential Information" includes any non-public, proprietary, or confidential information disclosed by one party to the other, including but not limited to business strategies, technical data, trade secrets, and financial information.
- 8.2. Obligations: Each party agrees to protect the confidentiality of the other party's Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party.
- 8.3. Exclusions: Confidential Information does not include information that:
 - (a) Is or becomes publicly available without breach of this Agreement.
 - (b) Was known to the receiving party before its disclosure by the disclosing party.
 - (c) Is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or
 - (d) Is required to be disclosed by law or court order, provided the receiving party promptly notifies the disclosing party to allow the opportunity to seek a protective order or other appropriate remedy.
- 8.4. Return of Confidential Information: Upon termination of this Agreement or upon request by the disclosing party, the receiving party shall return or destroy all Confidential Information in its possession, including copies, extracts, and derivatives thereof.

9. WARRANTIES AND DISCLAIMERS

- 9.1. Mutual Warranty: Each party warrants that it has the legal power to enter into this Agreement and to perform its obligations hereunder; and complies with all applicable laws in its performance hereunder.
- 9.2. Platform Warranty: CIS warrants that the Platform will perform substantially in accordance with the applicable Documentation during the Subscription term. In the event of a breach of this warranty, the Customer's exclusive remedy and CIS's sole obligation shall be to repair or replace the affected portion of the Platform.
- 9.3. Limitation of Warranty: CIS does not warrant that the Platform will be error-free, uninterrupted, or entirely secure. The Customer assumes all risks arising from the use of the Platform.
- 9.4. Disclaimer of Warranties: CIS ONLY GUARANTEES THE PERFORMANCE OF THE PLATFORM ACCORDING TO THE EXPRESS WARRANTIES STATED IN SECTION 9.3 ABOVE. CIS DOES NOT WARRANT THAT THE PLATFORM IS ERROR-FREE OR BUG-FREE OR THAT THE PLATFORM WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED, OR THAT THE PLATFORM WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OTHER THAN AS EXPRESSLY REQUIRED BY CIS IN THE DOCUMENTATION OR THAT THE PLATFORM WILL MEET ANY CUSTOMER REQUIREMENTS NOT EXPLICITLY AGREED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PLATFORM IS PROVIDED "AS IS," AND CIS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, CIS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY THE CUSTOMER TO CIS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. CIS SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, OR ANY INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

- 10.2. No Guarantee of Specific Outcomes: The Customer acknowledges and agrees that CIS makes no warranty, commitment, or representation regarding the achievement of any specific protection, benefit, or cost savings as a result of the use of the Platform. The Customer further agrees not to make any claim against CIS for any failure to achieve a particular protection, benefit, or saving. The Customer assumes full responsibility for the selection, implementation, and use of the Platform to meet its intended results.
- 10.3. Exceptions: The limitations of liability in this Section shall not apply to:
- (a) The Customer's payment obligations.
 - (b) Party's indemnification obligations.
 - (c) Liability arising from gross negligence or wilful misconduct.

11. INDEMNIFICATION

- 11.1. Indemnification by CIS: CIS shall indemnify, defend, and hold harmless the Customer from and against any third-party claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of a claim that the Customer's authorised use of the Platform infringes or misappropriates a third party's Intellectual Property Rights, provided the Customer promptly notifies CIS of such claim and cooperates with CIS in the defence.
- 11.2. Indemnification by the Customer: The Customer shall indemnify, defend, and hold harmless CIS from and against any third-party claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of:
- (a) The Customer's use of the Platform in violation of this Agreement.
 - (b) The Customer's breach of any applicable law or regulation, including privacy laws; or
 - (c) The Customer's unauthorised use of third-party software integrated with the Platform.
- 11.3. Indemnification Procedures: The indemnifying party shall have the right to assume the defence of any claim, provided that the indemnified party may participate in the defence with counsel of its choosing, at its own expense. Neither party may settle any claim without the other party's prior written consent, which shall not be unreasonably withheld.

12. TERM AND TERMINATION

- 12.1. Term: This Agreement shall remain in effect for the duration of the Subscription term unless earlier terminated as provided herein.
- 12.2. Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- 12.3. Effect of Termination: Upon termination or expiration of this Agreement, the Customer shall immediately cease using the Platform and return or destroy all copies of the Platform and related Documentation in its possession. CIS shall delete all Customer Data in accordance with Section 6.6, subject to applicable legal obligations.
- 12.4. Surviving Provisions: The provisions of Sections 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Warranties and Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), and this Section 12 (Term and Termination) shall survive termination of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of law principles.

- 13.2. Consumer Rights: Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the Platform in Australia and if CIS breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, CIS liability is limited, at CIS option.
- 13.3. In the case of the Platform:
- (a) Repairing or replacing the Platform; or
 - (b) The cost of such repair or replacement.
- 13.4. In the case of support services:
- (a) Re-supply of the services; or
 - (b) The cost of having the services supplied again.
- 13.5. Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved through arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA) in Sydney, Australia. The decision of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. GENERAL PROVISIONS

- 14.1. Assignment: The Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of CIS. CIS may assign or transfer this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- 14.2. Force Majeure: CIS shall not be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, or government regulations.
- 14.3. Severability: This EULA (including any addendum or amendment to this EULA which is included with the Platform) are the entire agreement between you and CIS relating to the Platform and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Platform or any other subject matter covered by this EULA. To the extent the terms of any CIS policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- 14.4. Waiver: No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach, and no waiver shall be valid unless in writing and signed by the waiving party.
- 14.5. Entire Agreement: This Agreement, together with any applicable purchase order, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral.
- 14.6. Modifications: This Agreement may only be modified or amended in writing, signed by both parties.