



# **MyDefence (North America) LLC**

## **Software Terms of Service**

April 3, 2025

## **1. Applicability**

1.1. These Terms of Service (“Terms of Service”) govern the use of any application, platform, API, software, firmware and/or online services hereunder but not limited to the Iris and Argos software systems, all together (the “Services” or “Products”), provided by MyDefence (North America) LLC, a North Carolina limited liability company, with a business address at 4055 46th Ave N Suite 1101, Clearwater, FL 33762 and/or by any of its direct or indirect subsidiaries (together referred to as “MyDefence”), unless otherwise agreed in writing. The Terms of Service shall be seen as an integrated part of any transaction under which MyDefence shall provide Services to a customer and shall govern the use of the Services by any party whether such are customers or not (the “User”) and whether related to the use of hardware products by MyDefence or on a stand-alone basis. By accessing or otherwise using the Services the User shall be deemed to have accepted these Terms of Service and be bound by them. User and MyDefence are referred to herein as the “Parties” and each individually as a “Party”.

## **2. User Information and Participation**

2.1. MyDefence’s ability to deliver the Services may require the User to provide certain information and perform certain actions. The User shall perform such in a timely and complete manner in order for MyDefence to deliver the Services.

## **3. Reselling and sub-licensing**

3.1. The User may not resell or sub-license the Services to third parties unless agreed in writing with MyDefence.

## **4. Intellectual Property Rights**

4.1. MyDefence shall own and retain all intellectual property rights, title and interest in and to the Products and all and any thereto related inventions, technology, improvements, enhancements or modifications thereto, developed by MyDefence, and/or its representatives solely or jointly with the User in whatever connection. The User agrees that any inventions, technology, improvements, enhancements, modifications thereto, and any other intellectual property rights related to the Products developed by User, its employees, or other representatives are hereby assigned to MyDefence. User agrees to, and to cause its employees and other representatives to, execute, deliver, and file such documents as MyDefence shall require to document and secure the transfer of such rights. The User confirms that rights,

including intellectual property rights, to any of the aforementioned are fully, irrevocably, validly, and without any limitations assigned to MyDefence without i.a. limiting the right to fully or partially, transfer, re-assign, exploit commercially or for other purposes, modify, reverse engineer and otherwise utilize the assigned rights and intellectual property rights.

4.2. The User is not allowed in any way to copy, compile, decompile, recompile or disassemble the Products or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Products, modify, reproduce, translate, amend or upgrade the underlying code or subject the Products to reverse engineering or create derivative works based on the Products or remove any proprietary notices or labels.

## **5. Third Party Rights**

5.1. MyDefence shall hold the User harmless from direct costs and losses following liability to third parties resulting from use of the Products constituting an infringement of patents, copyrights or other intellectual property rights occurring in the country which MyDefence has accepted as the end-user territory, as determined in a final judgment from a court with competent jurisdiction over the User, provided that:

- a. MyDefence is promptly notified in writing of any such Claim or action or the mere threat hereof;
- b. MyDefence is allowed to retain control over any litigation proceedings regarding such Claim or action;
- c. MyDefence is rendered such assistance from the User as may be required in connection with the settlement or contesting of such Claim or action;
- d. the Services have been used for the specific use or uses for which MyDefence has supplied the same;
- e. the infringement is not due to MyDefence having followed a design or instruction furnished by the User;
- f. the infringement is not caused by the User’s use of a superseded or altered version of the Products if such infringement would have been avoided by the use of a current, unaltered release that MyDefence made available to the User;
- g. the infringement is not caused by the combination or use of the Services with other software or products not furnished by MyDefence if such infringement would have been avoided by use of the Services alone;

- h. The User discontinued using the infringing Services after being notified thereof or after being informed of modifications that would have avoided the alleged infringement,
- i. the infringement is not based on User’s negligence or willful misconduct.

5.2. MyDefence shall not be bound by any settlement or agreement made, accepted or otherwise approved by the User (whether in or out of court) regarding a claim of infringement, nor be bound to carry any costs, damages, losses, etc. associated therewith, unless MyDefence has provided its express written approval of such settlement or agreement.

5.3. If, due to a third party claim, the User is enjoined from using the Services, MyDefence will, as soon as is reasonably possible, using all reasonable efforts and at its expense, do one of the following: (a) modify the Service to be non-infringing; or (b) procure for the User’s right to continue using the Services free from any liability for that infringement; or (c) terminate the license (and any related support and maintenance) for the infringing Services and return to the User any license fees paid to MyDefence for acquiring such Services. MyDefence disclaims all other liability for violation, misappropriation or infringement of intellectual property rights and further disclaims any liability for incidental or consequential damages relating thereto.

## **6. Availability and Disclaimer**

6.1. MyDefence shall use commercially reasonable efforts to make the Services available and maintain the Services in a manner which minimizes errors and interruptions. Services may be temporarily unavailable for maintenance and service or for other reasons. MyDefence shall make commercially reasonable efforts to notify the User in advance of scheduled disruptions of the Services.

6.2. The User acknowledges that computer systems, software and applications as the Services are not error-free. As such MyDefence does not warrant that the Services will be uninterrupted and error-free, nor free from viruses or other malicious software. The Services are provided “as is” and without warranty of any kind with the exception, that if a product warranty is provided by MyDefence covering a hardware product, defects in the firmware of such hardware product causing the hardware product to be defective shall be covered by the product warranty of the hardware in

accordance the terms by MyDefence of such product warranty.

#### **7. Limitations of Liability**

7.1. Notwithstanding anything else agreed to the contrary, in no event shall MyDefence be liable to the User or to any third Party for (a) any loss of use, loss of revenue or profit, or loss of data or for any consequential or indirect damages, including but not limited to any damages for business interruption, loss of production, anticipated savings, loss of goodwill or loss of business opportunities or (b) any loss due to use of the Services, information or data provided via the Services including for errors or omissions therein.

7.2. Notwithstanding anything else agreed to the contrary, in no event shall MyDefence's aggregate liability of any kind exceed the fees paid by the User for the use of the Services in question, for the 3 months' period preceding the incident causing liability.

7.3. MyDefence shall not be liable for any failure to perform its obligations due to force majeure events or circumstances outside its reasonable control, including but not limited to non-performance by systems provided by third parties, whether sub-contractors to MyDefence or not, such as but not limited to IT-systems, apps, software and other solutions which the Services rely or is built upon or interact with, including, but not limited to, pandemics hereunder COVID-19, cyber-attacks, sabotage, physical attacks, computer viruses, fire, explosions, flooding, hurricanes, tornados, lightning, Acts of God, power outages, internet outages, acts of terrorism, war, civil war, rebellion, riots or other civil disorder, orders or requests by any authority, strikes, lockouts or other labor disputes.

#### **8. Confidentiality**

8.1. Each Party (the "Disclosing Party"), may disclose or make available to the other Party (the "Receiving Party"), information about its business affairs, including, but not limited to products and services, data, specifications, documents, files and software, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "Confidential Information").

8.2. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the

Receiving Party would protect its own Confidential Information, but in no event with less care than reasonably expected of professionals handling confidential information; (B) not use the Disclosing Party's Confidential Information for any purposes other than to exercise its rights or perform its obligations according to agreements between the Parties; and (C) not disclose any such Confidential Information to any third party except on a need to know basis in order for the Receiving Party to exercise its rights and perform its obligations towards the Disclosing Party and only if such third party has undertaken similar confidentiality undertakings.

8.3. At the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy/delete all such copies. This shall not apply to Confidential Information which the Receiving Party has a duty to maintain according to law and/or which is stored as part of the systematically and automatically performed data back-up of the Receiving Party's It-systems if such is not reasonably possible to delete from a technical perspective. The Receiving Party shall certify in writing to the Disclosing Party that Confidential Information has been deleted and/or if not due to the exceptions in this Clause.

8.4. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law or final orders from competent authorities and/or courts.

#### **9. Termination**

9.1. Unless otherwise agreed the User may terminate the agreement of MyDefence's provision of the Services to the User with 90 days' written notice to the end of a calendar month. MyDefence may terminate the agreement of MyDefence's provision of the Services to the User with 180 days' notice. Either Party may terminate the agreement of MyDefence's provision of the Services with

7 days' notice in the event of the other Party being in material breach of these Terms of Service and such breach is not remedied within the notice period. In case of termination the use of the Services shall be discontinued at the latest from the effective date of the termination.

9.2. The use of firmware integrated in hardware products which the User has purchased from MyDefence or from an official reseller of MyDefence shall be in accordance with these Terms of Service for as long as the hardware products are being used.

#### **10. Governing Law and Jurisdiction**

10.1. These Terms of Service and all and any use of Services shall be governed by New York law with the exclusion of conflicts of law rules that would lead to another choice of law.

10.2. In the event of any dispute or claim arising out of, or in relation to These Terms of Service and all and any use of Services, the breach, termination or invalidity thereof, the Parties shall strive to settle the dispute amicably. Should they fail to agree on a settlement, any such dispute or claim shall be settled by arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures procedure in force at the time when such proceedings are commenced. The proceedings shall take place in New York County, in New York State (provided, however, that the Parties may opt for virtual mediation and arbitration, if both Parties agree thereto) and the language hereof shall be English

10.3. Notwithstanding the above, MyDefence shall have the right to undertake legal proceedings and to obtain provisional or ancillary remedies (including, but not limited to injunctive relief or other specific performance, such as a temporary or permanent restraining order, in each case without requirements to post bond or provide other security), in a court of competent jurisdiction or other appropriate authority before, after, or during the pendency of any arbitration, in order to enforce or protect any patent, trademark, copyright or other intellectual property right or trade secret, or to demand payment based on the Agreement. The institution of such action shall not constitute a waiver of the right of MyDefence to submit the dispute, controversy or claim to arbitration. In addition, either Party may go to any court with proper venue for the enforcement of an arbitration award.

**11. Changes**

11.1. Any amendments to these terms may be made unilaterally by MyDefence in its sole discretion at any time and such later versions shall be made available on the website of MyDefence. If the User is unable to accept a material change the User shall notify MyDefence hereof in writing within 30 days from such material change being published. In case of the latter MyDefence may in its sole discretion decide to continue the subscription based on unchanged terms and the User may choose to terminate the agreement of MyDefence 's provision of the Services to the User with 10 days' written notice.

**12. Miscellaneous**

12.1. Any agreement between the Parties is non-assignable, non-transferable nor sublicensable by User except with MyDefence's prior written consent. MyDefence may transfer and assign any of its rights and obligations under this Agreement in connection with a demerger, merger, transfer of business or business unit or the like without consent by giving notice after such transfer.

12.2. The Parties may send any notices under these Terms of Service by email to the email address provided by the other Party, and any such email notice shall be deemed given on the day sent.