

Cloudmon Technologies

Subscription-based End User License Agreement

V4.0 · Effective Date: January 2026

This Subscription-based End User License Agreement (the “EULA”) is made and entered into by and between **Cloudmon Technologies**, a company with registered offices at 111, Red Avenue Building, Al Garhoud, Dubai, UAE, telephone: (+971) 4 268 8545, email: info@Cloudmon.ai (“Licensor”) and the Buyer of Cloudmon Software (“Licensee”). The terms of this Agreement shall apply to each license granted. Licensee and Licensor may be referred to collectively as the “Parties” or individually as a “Party”.

1. DEFINITIONS

1.1. “Program” or “Programs” shall mean the Cloudmon Software that is owned and distributed by Licensor for which Licensee is granted a license under this EULA. Cloudmon Software may be deployed via AMI (“AMI Software”), Software deployed via SaaS (“SaaS Software”), or on-premise Software installation located physically in the Licensee’s office premises (“On Premise Software”).

1.2. “User”, unless otherwise specified in the Order Form, shall mean a specific individual employed by Licensee who is authorized by Licensee to use the licensed Programs, regardless of whether the individual is actively using the Programs at any given time.

1.3. “Affiliate” means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

1.4. “Subscription” means a subscription purchased for a duration from Licensor or ordered by Licensee in the Marketplace of the Public Cloud Provider such as AWS and fulfilled by Licensor for the licensing and provision of Software for a duration.

1.5. “AMI” means a way that the Software offered under this EULA may be provisioned to Licensee in a manner that the Software is delivered in a machine image using the Amazon Machine Image functionality of AWS Services. Licensee deploys and runs the AMI Image containing the AMI Software under Licensee’s own AWS Services account on AWS Services infrastructure.

1.6. “AMI Image” means the specific machine image in which AMI Software is delivered to Licensee using the Amazon Machine Image functionality of AWS Services, including the AMI Software, the operating system and all applications, services and information included therein.

1.7. “AWS Marketplace” means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

1.8. “AWS Services” means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

1.9. “Licensee Data” means all data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Licensee or its Users to or collected, received, transmitted, processed, or stored by Licensee or its Users using the Software or SaaS Service in connection with this Agreement, or (b) derived from (a). Licensee Data is Confidential Information of Licensee.

2. LICENSE GRANT

2.1. Licensee will buy a Subscription in accordance with this Agreement and the Licensor will supply and sell the Subscription to Licensee. Licensee may buy the Subscription from Licensor’s authorized distributor (“Distributor”). A Subscription when ordered by the Licensee utilizing the functionality available from AWS Marketplace, its fee or rate for the Subscription is set forth in the specific Cloudmon Product Listing within the AWS Marketplace corresponding to the term of Subscription.

2.2. The Licensee is deemed to have accepted the terms of this EULA on buying the Subscription. This EULA is effective (“the Effective Date”) as on the date of Subscription start by the Licensee.

2.3. Upon Licensor’s acceptance of License for the subscription term and subject to the terms of this agreement, the Licensor hereby grants, to the Licensee, a limited, worldwide, non-exclusive, non-transferable, royalty free license to use the Programs as set forth in the Product Listing, effective during the duration of Subscription.

2.4. At the end of Subscription, all rights to access and use of the Programs shall cease.

2.5. Nothing in the foregoing shall be understood to grant a license for the Licensee to use the Programs in any other manner than as set out in Clause 2.3 or to sub-license Programs.

2.6. Except as specifically provided in this Agreement, Licensee and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.7. With respect to Affiliates and Contractors that Licensee allows to use the Licensed Materials: (a) Licensee remains responsible for all obligations hereunder arising in connection with such Affiliate’s or Contractor’s use of the Licensed Materials; and (b) Licensee agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Licensee, such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Licensee.

2.8. Software may contain or be provided with components that are subject to the terms and conditions of “open source” software licenses (“Open Source Software”). Licensee use of the Software subjects Licensee to the terms of any license governing the use of Open Source Software. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software.

3. PROPRIETARY RIGHTS

- 3.1.** Except to the extent that such rights are granted under this Agreement, the Licensee shall not acquire any title, copyright or other proprietary rights in the Programs or any copies thereof.
- 3.2.** The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorized access to, use or copying of the Programs by any person or any other breach or violation of the terms of this Agreement.
- 3.3.** The Licensor retains all rights, title and interest in and to the Programs, including any upgrades or enhancements to the Programs.
- 3.4.** Licensor shall not incur any obligations by virtue of this Agreement to provide any support or administrative services concerning the Programs, including access to any subsequent releases of the Programs, except as explicitly detailed in this Agreement.
- 3.5.** The Licensee acknowledges that this Agreement does not grant any right or license to any intellectual property rights of the Licensor, except as expressly provided for in this Agreement, and no other right or license is to be implied or inferred from any provision of this Agreement or by the conduct of the parties.
- 3.6.** The Licensee acknowledges, and warrants the understanding, that use of the Programs for third party validation purposes, under a re-sale, lease or lend mode, commercial or non-commercial, is explicitly prohibited under the terms of this EULA. Violation of this clause will immediately void the license to use Programs and render Licensee liable for damages.
- 3.7.** The Licensee retains all ownership and intellectual property rights in and to Licensee’s data.
- 3.8. Feedback.** If Licensee provides any indirect or direct suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services (“Feedback”), Licensor may use and incorporate Feedback in Licensor’s products and services. Licensee will have no obligation to provide Feedback, and all Feedback is provided by Licensee “as is” and without warranty of any kind. Licensor shall have the right to feedback from usage data.

4. WARRANTY

- 4.1.** If Software fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Software as necessary to conform to the warranties. If Licensor does not correct the Software to conform to the warranties within a reasonable time, not to exceed 30 days, as Licensee’s sole remedy and Licensor’s exclusive liability (except as provided in Section 5), Licensee may terminate the Subscription and this Agreement without further liability and Licensor will provide Licensee with a refund of any fees prepaid to Licensor by Licensee, prorated for the unused portion of the Subscription, as well as, if applicable, any service credits available under Licensor’s Support Services or other policies.
- 4.2.** Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Licensee in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Licensee or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Product Listing or Documentation; or (d) use by Licensee of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Licensee.

4.3. Each Party represents and warrants that it will comply with all applicable international, national, and local laws, ordinances, rules, regulations and orders, as amended from time to time (“Laws”) applicable to such Party in its performance under this Agreement, including without limitation the applicable laws and regulations of the United Arab Emirates.

4.4. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

4.5. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, LICENSEE MATERIALS AND LICENSEE DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET LICENSEE’S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

4.6. HIGH-RISK ACTIVITIES. The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages (“High Risk Activities”). Licensee will not use the Software for High-Risk Activities.

4.7. Additional SaaS Service Obligations and Responsibilities. Licensee will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, “Trojan horses” or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor’s system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor’s systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor’s systems or networks.

5. INDEMNITY

5.1. Infringement Indemnity

Licensor will defend and indemnify and hold Licensee employees, officers, and directors of Licensee harmless against a claim that Programs furnished and used within the scope of this Agreement misappropriate a trade secret or trademark, or infringe a copyright or patent, of any country which is a signatory to the Berne Convention or the Universal Copyright Convention and which has executed implementing legislation, provided that: (a) Licensee notifies Licensor promptly in writing its receipt of written notice of the claim; (b) Licensor has sole control of the defense and all related settlement negotiations; and (c) Licensee provides Licensor with reasonable assistance, information, and authority necessary to perform Licensor’s obligations under this paragraph.

Licensor shall have no liability for any claim of infringement to the extent it is based on (a) the combination, operation, or use of any Programs furnished under this Agreement with software, hardware, or other materials not furnished by Licensor; or (b) modifications made to the Programs not authorized by the Licensor.

In the event the Programs are held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to (a) modify the Programs to be non-infringing; (b) obtain for Licensee a license to continue using

the Programs; or (c) terminate the license for the infringing Programs and refund the license fees paid for those Programs. This Paragraph 5.1 states Licensor's entire liability and Licensee's exclusive remedy for infringement.

Licensor's obligations under this Paragraph shall survive termination or expiration of this Agreement or the relevant Program license only for claims of infringement in which the claimed infringement is alleged to have occurred during the term of this Agreement or the relevant Program license.

5.2. Indemnification by Licensee

Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, shareholders, customers, successors and assigns from and against any and all loss, damage, settlement, costs or expense (including legal expenses), as incurred, resulting from, or arising out of (i) any claim which alleges that the Licensee's product infringes upon, misappropriates or violates any issued patents, copyrights, trademarks or trade secret rights or other proprietary rights of persons, firms or entities who are not parties to this Agreement where such unlawful activity is completely independent of the Programs and (ii) any claim relating to negligence, misrepresentation, intentional misconduct, error or omission by Licensee.

5.3. Trial Use of the Programs. Licensee may order certain programs for trial, non-production purposes subject to the terms and conditions of the agreement. Programs acquired for trial purposes are provided "as is" and Licensor does not offer any warranties for such services.

5.4. EXCLUSIVE REMEDY. THE FOREGOING PROVISIONS OF THIS SECTION 5.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF THE PARTIES AND THE EXCLUSIVE REMEDY OF THE PARTIES AND THEIR CUSTOMERS, WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF PROPRIETARY RIGHTS, INCLUDING BUT NOT LIMITED TO ANY PATENT, COPYRIGHT, TRADEMARK, BY THE PRODUCTS OR ANY PART THEREOF. THE PARTY'S OBLIGATIONS UNDER THIS SECTION ARE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 6.

6. CONFIDENTIALITY

6.1. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business processes, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known prior to the time of disclosure; (b) becomes publicly known after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party without restriction at the time of disclosure; (d) was lawfully received without restriction from a third party; or (e) is developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information.

6.2. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Each Party will restrict Confidential Information to individuals who need to know such

information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6.

6.3. The Licensee shall protect the Confidential Information with the same degree of care as it normally uses in the protection of its own confidential and proprietary information, but in no case with any lesser degree than reasonable care.

6.4. AGREEMENT NOT TO DISCLOSE. The information, materials and software exchanged by the parties hereunder or under the License, including the terms and conditions and Confidential Information identified herein, shall not be disclosed to a third party unless required by law.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS. THE PARTIES ACKNOWLEDGE THAT THEY HAVE RELIED UPON THE LIMITATIONS SET FORTH IN THIS CLAUSE IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL DOLLAR LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL LICENSE FEES PAID BY LICENSEE TO LICENSOR OVER THE PREVIOUS 12 MONTHS.

8. TERM AND TERMINATION

8.1. The term of this agreement shall continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

8.2. The term of this agreement shall automatically extend to the next term as long as Subscription is still active and the fees will be payable.

8.3. If Licensee wishes to end usage of the Program and not renew further terms, then the Licensee should end the Subscription. If the Subscription is terminated before the completion of a term, Licensee will be charged pro-rated fees based on the minimum whole unit of usage.

8.4. The License granted pursuant to Clause 2.3 of this Agreement can be terminated by the Licensor with a written notice upon the occurrence of any one of the following events:

8.4.1. the Licensee or any of its Affiliates breaches any of the terms hereof or uses the Programs outside the scope of the license granted hereunder; or

8.4.2. the Licensee fails to fulfill its commercial obligations under this agreement.

8.5. None of the parties shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotion, payment for goodwill or otherwise made in connection with the business contemplated by this Agreement, due to the expiration or permitted or lawful termination of this Agreement. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY CLAIM TO COMPENSATION OR INDEMNITY FOR THE TERMINATION OF THE BUSINESS RELATIONSHIP UNLESS TERMINATION IS IN MATERIAL BREACH OF THIS AGREEMENT.

8.6. CLAUSES 2, 6 AND 7 WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

9. LICENSEE DATA AND MATERIALS

9.1. Licensee is and will continue to be the sole and exclusive owner of all Licensee Materials, Licensee Data and other Confidential Information of Licensee, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Licensee Data and Licensee Materials.

9.2. Licensee will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Licensee Data to Licensor and for Licensor to use Licensee Data in the performance of its obligations in accordance with the terms and conditions of this Agreement.

9.3. Licensor collects Product Usage Details for its own analytics purposes and for improving customer experience of its Products. Licensee understands and acknowledges that collection of Usage Details is enabled by default and that it needs to be disabled through the Software's user interface to prevent Licensor from collecting Usage Details.

10. FORCE MAJEURE

Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

11. ASSIGNMENT OF RIGHTS

Grant of License is made to Licensee and is not transferable except when the Licensee's business is acquired, merged or spun off as an independent entity. Licensee will provide Licensor with the details of such acquisition, merger or spin-off along with a request for the assignment of the License granted prior to the actual date of such action. Licensor will promptly provide such assignment in writing, provided the new entity seeking assignment is not a competitive entity in direct competition with the Licensor. The Licensee acknowledges, and warrants the understanding, that use of the Programs for third party validation purposes, under a re-sale, lease or lend mode, commercial or non-commercial, is explicitly prohibited under the terms of this EULA. Violation of this clause will immediately void the license to use Programs and render Licensee liable for damages.

12. FEES AND TAXES

Licensee agrees to pay for all programs ordered as set forth in the product listing in the AWS Marketplace. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. Licensee agrees to pay any sales, value-added tax (VAT), or other similar taxes imposed by applicable law that Licensor must pay based on the programs ordered, including without limitation UAE VAT at the applicable rate, except for taxes

based on Licensor's income. Fees for programs listed are exclusive of taxes and expenses. All amounts listed are due and payable in advance of the Term.

13. SUPPORT

Licensor will extend support through e-mail, phone and web throughout the period of Subscription of the Software. All updates and enhancements during the Subscription period will be provided free of cost. Support may be reached at info@Cloudmon.ai or (+971) 4 268 8545.

14. EXPORT LAWS

Each Party will comply with all applicable customs and export control laws and regulations of the United States, the United Arab Emirates, and/or such other country in which Licensee or its Users use the Software. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons, and are not subject to any applicable UAE or international sanctions or trade restrictions.

15. NOTICES

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be delivered by email and by a physical mail delivery service (registered or certified) to:

Cloudmon Technologies

Attn: Legal Team

111, Red Avenue Building, Al Garhoud, Dubai, UAE

Tel: (+971) 4 268 8545

Email: info@Cloudmon.ai

16. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

17. WAIVER AND MODIFICATIONS

Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

18. COMPELLED DISCLOSURE

If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice to the Disclosing Party (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential.

19. ENTIRE AGREEMENT

This Agreement, including all Exhibits and Appendices which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

20. GOVERNING LAW

This Agreement will be governed in all respects by the laws of the United Arab Emirates and, where applicable, the laws of the Emirate of Dubai, without reference to any choice of laws provisions. Any legal proceeding arising out of breach of this Agreement will be held in the competent courts of Dubai, UAE.

AGREED AND ACCEPTED

Cloudmon Technologies (Licensor)

Licensee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____