

Terms of Service

This Hybrid Cloud Subscription and License Agreement ("Agreement") is by and between KeyStrike Inc., a software company whose address is at 8 The Green, Suite #1128, Dover, DE 19901, Kent County, Delaware USA (the "Provider"), and the corporation, limited liability company, partnership, sole proprietorship, other business entity or individual executing this Agreement (the "Customer").

By accepting this Agreement, either by accessing or using the Solution, the Customer agrees to be bound by this Agreement as of the date of such access or use (the "Effective Date").

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms, and that the person accepting (whether electronically or in writing) on its behalf has been authorized to do so. The person executing this agreement on the customer's behalf represents that they have the authority to bind the customer to these terms and conditions.

The Provider provides the Solution, which consists of technology hosted on the Provider's computers and accessed remotely via the Internet, as well as software hosted on the Customer's computers, together with related professional services for implementation and installation.

1. Definitions

The following capitalized terms will have the following meanings whenever used in this Agreement.

Customer Data

All information processed or stored through the Solution by the Customer or on the Customer's behalf.

Cloud Components

The elements of the System that the Provider hosts on its computers.

Data Processing Agreement

The agreement between the Customer and the Provider regarding the processing of personal data.

Documentation

The Provider's standard manual related to use of the Solution.

On-Premise Components

The elements of the Solution that the Customer is to run on its own computers.

Order

An order for access to the Solution and/or other professional services submitted via the Provider's webpage or direct contact; not binding on the Provider unless and until it provides notice of acceptance.

Privacy/Security Law

Laws related to personal data that govern the Provider's handling of Customer Data (if any).

Solution

The Provider's cybersecurity software solution — a Client on the User's workstation(s), a Terminator on remote system(s), and an admin portal — intended to provide an integrity tunnel between workstations and sensitive remote systems, neutralize lateral movement, ensure commands are physically typed on the User's workstations, attest every keystroke and mouse click, and block unattested activity and trigger alerts.

SSP

The Provider's standard Support Services Policy, as set forth in Appendix 1 of this Agreement.

Subscription Fees

The subscription fees payable by the Customer to the Provider, as provided for in the Order and this Agreement.

Subscription Term

The Initial Subscription Term or a Renewal Subscription Term, as applicable.

User

Any individual or contractor who uses the Solution on the Customer's behalf or through the Customer's account, whether authorized or not.

2. The Solution

2.1 Use of the Solution

During the Term, the Customer may access and use the Solution solely for its internal business purposes pursuant to this Agreement and an Order. Such internal business purposes do not include use by any parent, subsidiary, or affiliate of the Customer, or any other third party, and the Customer shall not permit any such use.

2.2 Remedies

The Provider shall provide the remedies listed in the SSP for any failure of the Solution listed in the SSP. Such remedies are the Customer's sole remedy for any failure of the Solution; if the SSP does not list a remedy for a given failure, the Customer has no remedy.

2.3 Documentation

The Customer may reproduce and use the Documentation solely as necessary to support each authorized User's use of the Solution.

2.4 Solution Revisions

The Provider may revise the Solution's features and functions or the SSP at any time, including by removing features or reducing service levels. If a revision materially reduces features or functionality under an outstanding Order, the Customer may, within 30 days of notice, terminate such Order without cause, or terminate this Agreement if that Order is the only one outstanding.

2.5 On-Premise Components

License. The Provider grants the Customer a nonexclusive, non-transferable license to reproduce and use the On-Premise Components, in the quantities set forth on the applicable Order, solely as a component of the Solution. Copies are licensed, not sold — the Customer receives no title to or ownership of the Software. The Customer shall not modify, create derivative works from, distribute, publicly display, sublicense, reverse engineer, decompile, or disassemble the On-Premise Components, nor use them in any way forbidden by Section 5.1. The Provider shall deliver the On-Premise Components via electronic download within 3 days of the Effective Date. The Customer shall host and manage the On-Premise Components as required by the Documentation; the Provider has no responsibility for any Solution failure resulting from the Customer's failure to comply with those requirements.

3. Payment

3.1-3.2 Subscription Fees

After any free trial period, the Customer shall pay the Subscription Fee set forth in the Order for each Subscription Term. Fees are not refundable under any circumstances. Subscription Fees for the Initial Subscription Term become binding once the Order is signed by the Customer and accepted by the Provider. The Customer acknowledges that its subscription involves recurring payment, and authorizes the Provider to collect applicable fees and taxes using the payment information the Customer has provided, unless the Customer notifies the Provider of cancellation under Section 11.1.

3.3 Invoicing

The Customer shall provide up-to-date billing details, and the Provider shall invoice the Customer for the Initial Subscription Term and, at least 30 days before the end of each Subscription Term, for the next term. The Customer shall pay each invoice within 30 days of its date.

3.4 Late Payment

If payment is not received within 30 days after the due date, the Provider may, on 5 business days' notice, disable the Customer's access to all or part of the services, and interest shall accrue daily at 3% over the then-current base lending rate of the Provider's USA banks, from the due date until fully paid.

3.5-3.8 Fee Terms, Increases, Taxes & Additional Users

All fees are payable in US dollars and are non-cancellable and non-refundable, exclusive of applicable taxes. The Provider may increase Subscription Fees at the start of each Renewal Subscription Term upon 40 days' prior notice. Amounts are payable without deduction for Sales Tax unless the Customer provides a valid tax exemption certificate within 30 days of the Effective Date. Fees for additional services or Users purchased mid-term are prorated and billed at the end of the relevant Subscription Term or within 30 days of invoice, at the Provider's discretion.

4. Confidentiality

Each Party (as "Receiving Party") agrees to hold the other Party's (as "Disclosing Party") Confidential Information in strict confidence, using the same degree of care it uses to protect its own confidential information, but no less than reasonable care, and not to disclose it to any third party or use it outside the scope of this Agreement. "Confidential Information" means any non-public information disclosed by one Party to the other that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure.

The Receiving Party may disclose Confidential Information to employees, contractors, and agents who need to know it for purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those herein. Each Party agrees to promptly notify the other of any unauthorized use or disclosure of Confidential Information and to cooperate in remedying it.

5. Acceptable Use and Additional Users

5.1 Acceptable Use

The Customer shall use the Solution only for lawful purposes and in accordance with this Agreement. The Customer shall not use the Solution to: violate any applicable law or regulation; transmit unsolicited or unauthorized advertising or promotional material; impersonate the Provider, a Provider employee, another Customer, or any other person or entity; or engage in conduct that restricts or inhibits anyone's use or enjoyment of the Solution, or that may harm the Provider or its Users.

5.2 Additional Users

The Customer may purchase additional User subscriptions during the Subscription Term in accordance with the pricing set forth in the Order or as otherwise agreed by the Parties.

6. Intellectual Property

6.1 Provider IP

"Software" means the On-Premise Components and any other software provided by the Provider under this Agreement. The Provider retains all right, title, and interest in and to the Solution, Software, Documentation, and all intellectual property rights therein. No rights are granted to the Customer other than as expressly set forth in this Agreement.

6.2 Customer Data

The Customer retains all right, title, and interest in and to the Customer Data. The Customer grants the Provider a limited, non-exclusive license to process Customer Data solely as necessary to provide the Solution and related services under this Agreement.

6.3 Feedback

If the Customer provides the Provider with feedback or suggestions regarding the Solution, the Provider may use such feedback without restriction and without any obligation to the Customer.

7. Warranties and Disclaimer

The Provider warrants that the Solution will perform materially in accordance with the Documentation during the Subscription Term. The Provider's sole obligation and the Customer's sole remedy for breach of this warranty shall be as set forth in the SSP.

Except as expressly set forth above, the solution and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and the provider expressly disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. The customer acknowledges that the provider does not warrant that the solution will be uninterrupted, timely, secure, error-free, or virus-free.

8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the provider be liable for any indirect, incidental, special, consequential, or punitive damages, or damages for loss of profits, revenue, data, business, or goodwill, even if the provider has been advised of the possibility of such damages. The provider's total cumulative liability arising out of or related to this agreement, whether in contract, tort, or under any other theory of liability,

shall not exceed the amounts paid by the customer to the provider in the twelve (12) months preceding the claim.

9. Indemnification

The Customer shall indemnify, defend, and hold harmless the Provider and its officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to the Customer's use of the Solution in violation of this Agreement or any applicable law, or any Customer Data processed through the Solution.

10. Privacy and Data Processing

The Provider's collection and use of personal data in connection with the Solution is governed by the Provider's Privacy Policy, available at keystrike.com/privacy, and any applicable [Data Processing Agreement](#) entered into between the Parties. To the extent the Provider processes personal data on behalf of the Customer, the Parties agree to comply with applicable Privacy/Security Laws.

11. Term and Termination

11.1 Term

This Agreement commences on the Effective Date and continues until all Orders have expired or been terminated. Each Order specifies an Initial Subscription Term. Unless either Party provides written notice of non-renewal at least 30 days before the end of the then-current Subscription Term, each Order automatically renews for successive periods equal to the Initial Subscription Term. A free trial period, if applicable, is specified in the Order; after it ends, the Customer will be charged the applicable Subscription Fees.

11.2 Termination for Cause

Either Party may terminate this Agreement or any Order upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within 30 days after receiving written notice of it.

11.3 Effect of Termination

Upon termination or expiration: all licenses granted hereunder immediately terminate; the Customer shall promptly cease all use of the Solution and destroy or return all copies of the On-Premise Components; and each Party shall return or destroy the other Party's Confidential Information. Termination does not relieve the Customer of any obligation to pay fees accrued prior to the termination date.

11.4 Survival

Sections 1, 3 (with respect to accrued obligations), 4, 6, 7.2, 8, 9, 11.3, 11.4, and 12 shall survive termination or expiration of this Agreement.

12. General Provisions

12.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law provisions. Any disputes arising under this Agreement are subject to the exclusive jurisdiction of the courts located in Kent County, Delaware.

12.2 Entire Agreement

This Agreement, together with all Orders and any applicable Data Processing Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

12.3 Amendments

The Provider reserves the right to modify these terms at any time and will provide notice of material changes to the Customer. Continued use of the Solution after such notice constitutes acceptance of the updated terms.

12.4-12.6 Waiver, Severability & Assignment

No waiver of any term of this Agreement shall be deemed a continuing waiver of that or any other term. If any provision is held invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect. The Customer may not assign or transfer this Agreement without the Provider's prior written consent; the Provider may freely assign this Agreement. Any purported assignment in violation of this Section is void.

12.7-12.8 Notices & Force Majeure

All notices under this Agreement shall be in writing and deemed duly given when delivered by email or certified mail to the addresses specified in the Order. Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or accidents.

You may also download a copy of this agreement: [Keystrike Terms of Service \(PDF\)](#).

12.9 Contact Us

For questions regarding this Agreement, please contact KeyStrike Inc. using the details below.

REGISTERED OFFICE

KeyStrike Inc.
8 The Green, Suite #1128
Dover, DE 19901
Kent County, Delaware USA

LEGAL INQUIRIES

legal@keystrike.com

For privacy-related requests, see our [Privacy Policy](#).

© 2026 KeyStrike Inc. Intent-Based Security Platform.