



Analog Informatics™
Corporation

Software License Terms

Copyright © 2026 Analog Informatics Corporation. All rights reserved.

These Software License Terms (the "**License**" or "**Agreement**") - also the End User License Agreement ("**EULA**") - are made as of _____ ("**Execution Date**") and are effective as of _____ ("**Effective Date**"), by and between:

(a) Analog Informatics Corporation, a Delaware corporation with its principal place of business at 3626 North Hall Street, Suite 610, Dallas, TX 75219 ("**Provider**"); and

(b) the person or entity that accepts these terms ("**Customer**").

Provider and **Customer** are the Parties. This License regulates only those two Parties. Customer accepts this License as stated in Article 14. A Designated Seller of Record or a Cloud Marketplace may invoice **Fees**. That path is how Customer pays. It does not make that third party a Party, a licensor, or a sublicense. Provider remains the sole licensor. No sublicense is granted.

The Product Terms, Data Protection Addendum ("**DPA**"), and Price List in effect on the Subscription Start Date are incorporated. Conflict: this License controls over Product Terms on license grant, keys, export, and liability; Product Terms control on use rights and delivery; the DPA controls on personal and regulated data processing; the Price List controls on fees.

1. DEFINITIONS

Software means Provider's proprietary off-the-shelf software, including Analog Informatics cybersecurity software, license keys, binaries, updates, and Provider incident-required updates.

Fees means amounts owed to Provider for the Software, whether billed by Provider, a Cloud Marketplace, or a Designated Seller of Record.

Customer Data means data that Customer or its users store, process, or generate in Customer's environment in connection with the Software.

Cloud Marketplace means a third-party commercial marketplace through which Customer may purchase a Subscription. The cloud vendor invoices that listing. Provider is not that cloud vendor.

Designated Seller of Record means a third party that Provider authorizes in writing to invoice Customer for **Fees**. That party is seller of record of that commercial sale only. It holds no license to convey.

Subscription means the paid license term. **Subscription Period** and **Subscription Start Date** have the meanings in the Product Terms.

Intellectual Property or **IP** means the Software, documentation, APIs, marks, and related materials owned by Provider.

Confidential Information means non-public information disclosed by a Party under this License. It excludes information that the receiving Party can demonstrate (a) is or becomes public other than by breach, (b) was rightfully known without duty of confidentiality before disclosure, (c) is independently developed without use of the disclosing Party's information, or (d) is rightfully received from a third party without duty of confidentiality.

Authorized Operator has the meaning in Section 2.2.

2. LICENSE GRANT

2.1 Grant

Subject to this License and timely payment of **Fees**, Provider grants Customer a non-exclusive, non-transferable (except as permitted by Section 13.2), non-sublicensable license to use the Software during the paid term, solely for Customer's internal business purposes and in accordance with Provider's documentation and the Product Terms. Provider issues license keys, binaries, updates, and Provider incident-required updates **directly to Customer**, because the Software is or may be United States-regulated cryptographic software. This License does not transfer ownership of the Software.

The Software is licensed only to businesses, government entities, and other organizations. It is not licensed for personal, family, or household use, and Customer shall not use it for those purposes.

2.2 Authorized Operators

Authorized Operator means a third party that Customer engages to install, configure, operate, administer, monitor, or support the Software for Customer.

Customer may permit an Authorized Operator to exercise Customer's rights under Section 2.1 for Customer's benefit if: (a) the Authorized Operator acts solely for Customer's internal business purposes; (b) Customer remains fully responsible for each Authorized Operator's acts and omissions; (c) Customer binds each Authorized Operator in writing to confidentiality and use restrictions no less protective than this License; and (d) Customer controls and may revoke each Authorized Operator's access at any time. Provider does not grant an Authorized Operator classified access. Authorized Operator status does not include authority to manage Customer encryption keys, except as Section 7 states.

Provider issues license keys and binaries directly to Customer, or to an Authorized Operator solely as installer. An Authorized Operator shall not warehouse, issue, or become the licensed source of license keys or binaries.

2.3 Not a sublicense

Section 2.2 is a permission Customer may extend to its own contractors. It is not a sublicense, assignment, transfer, or distribution right. An Authorized Operator does not become a Party and acquires no rights against Provider.

3. RESTRICTIONS AND VERIFICATION

3.1 Use restrictions

Customer shall not: (a) reverse engineer, decompile, or attempt to derive source code except to the extent a statute forbids this restriction; (b) modify or create derivative works of the Software; (c) remove or obscure proprietary notices; (d) circumvent licensing, metering, or security controls; (e) resell, rent, timeshare, or provide the Software as a service to a third party, except that permitting an Authorized Operator under Section 2.2, or a Cloud Marketplace subscription purchased in Customer's name, is not a breach of this clause; (f) use the Software in a jurisdiction prohibited under Article 12; or (g) use the Software to provide a competing product.

3.2 Verification

Customer shall keep reasonable records of deployment and use for not less than **3 (three) years** after the year to which they relate. On Provider's written request, and not more than once in any 12 (twelve) month period unless a prior response showed a material discrepancy, Customer shall furnish a self-certification signed by an authorized representative.

If a self-certification is not furnished within 30 (thirty) days, or shows a material discrepancy, Provider may verify Customer's use on reasonable written notice of not less than 10 (ten) business days, during normal business hours, no more than once in any 12 (twelve) month period. Verification is limited to records sufficient to confirm licensed use. Provider shall not require access to regulated Customer Data. Customer shall promptly pay **Fees** for any under-licensed use.

3.3 Intended use and Customer responsibilities

The Software assists Customer's existing cybersecurity program in securing privileged access, including access to Customer's business-critical and mission-critical systems. "High-Risk Use" means any activity or environment requiring fail-safe performance, or any other application in which the failure or malfunction of the Software could lead to death, serious personal injury, environmental harm, or significant property damage. The Software is not fault-tolerant and is not designed, intended, or certified for High-Risk Use. Customer shall not use the Software for High-Risk Use. Provider has no responsibility or liability for any High-Risk Use, and any High-Risk Use is at Customer's sole risk.

Customer is solely responsible for: (a) ensuring that only appropriate personnel have access to the Software, that such personnel have been trained in proper use of the Software, and that passwords, tokens, and access procedures for the Software are used properly; (b) deploying, configuring, and operating the Software through personnel, or through a Managed Service Provider, solution provider, or other qualified service provider, with substantial training and experience in cybersecurity, identity and access management, privileged access management, vulnerability management, and compliance and governance; (c) maintaining independent emergency access procedures, including break-glass credentials, that allow Customer to operate its systems when the Software is unavailable, disabled, or not functioning; and (d) the results of Customer's use of the Software, including changes the Software makes to Customer systems, accounts, and credentials at Customer's direction.

4. FEES AND PAYMENT

4.1 Who invoices Customer

Fees may be invoiced by (a) Provider, (b) a Cloud Marketplace under that marketplace's terms, or (c) a Designated Seller of Record authorized in writing. Where a Designated Seller of Record invoices, that party is seller of record of that commercial sale only. Provider remains the licensor. This License remains Customer's only license. A Designated Seller of Record's order or invoice shall not modify this License. List prices are in the Price List.

4.2 Payment

Customer shall pay all **Fees** when due to the party stated in the applicable order. Payment to a Cloud Marketplace or Designated Seller of Record discharges Customer's obligation to Provider only to the extent Provider actually receives the corresponding amount.

Fees are invoiced for each Subscription Period unless the order states a different cycle. Unpaid **Fees** trigger Article 5 immediately. They do not receive the 30 (thirty) day cure in Article 11. Late amounts may accrue interest at **1.5% (one and one-half percent)** per month, or the maximum rate permitted by law, whichever is lower.

4.3 Remittance failure

Where **Fees** are unpaid because a Designated Seller of Record collected them and failed to remit them, Provider shall give Customer written notice before disabling the Software on that ground alone, with a response window of not less than 10 (ten) business days. If Customer produces reasonable documentary evidence that it paid that amount to that party, Provider shall not exercise Article 5 against Customer on that ground. Customer is not required to pay that amount again. For every other Article 5 trigger, Article 5 applies immediately and without prior notice.

If a Designated Seller of Record fails to remit **Fees**, or has its authorization ended, Provider shall offer Customer transition to another authorized Designated Seller of Record or to direct billing by Provider. Transition changes only which party invoices Customer.

5. SOFTWARE DISABLEMENT AND UNAVAILABILITY

5.1 Immediate disablement without notice

Provider may disable or suspend the Software immediately, without prior notice, and without liability, and may revoke license keys, if: (a) Customer fails to pay **Fees**, including marketplace non-pay and failed or clawed-back marketplace payouts; (b) software key tampering or pirate usage; (c) violation of this License; (d) violation of law or disablement by order of law; or (e) other material reasons Provider identifies in good faith, including export, re-export, sanctions, or denied-party grounds.

The Article 11 cure does not apply to this Article 5. Section 4.3 is the only advance-notice stand-down. Provider's liability arising from an exercise of this right is limited as stated in Article 9.

5.2 Hosting unpaid; Provider subscription still due

The Software may be unavailable because Customer did not pay the cloud provider or other hoster. That unavailability is Customer's hosting problem. It does not relieve Customer of **Fees**.

5.3 No deletion; encryption; retrieval

Provider will not delete Customer Data as the disablement remedy. Provider may disable access to Customer Data through the Software. Customer Data encrypted by the Software may be inaccessible while the Software is disabled. Customer is responsible for backups and for any Customer-held keys.

On expiration or termination, or on disablement under Section 5.1(a), Provider shall, on Customer's written request made within 30 (thirty) days, provide a period of not less than 30 (thirty) days in which Customer may use the Software, or a means Provider designates, solely to export or retrieve Customer Data. Provider may condition that period on payment of undisputed **Fees** then due. This Section does not apply where disablement rests on Section 5.1(b), (c), (d), or (e), or where law or export rules prohibit it.

6. OWNERSHIP

Provider owns the Software, documentation, APIs, marks, and all Intellectual Property in them. Customer owns Customer Data. No license is granted except as stated in Article 2.

Feedback means any suggestion or other input about the Software that Customer or an Authorized Operator gives Provider. Provider may use Feedback without restriction, except that Feedback does not transfer Customer's pre-existing Intellectual Property.

7. ENCRYPTION KEY CUSTODY

Only Customer and its authorized employees may manage encryption keys in the Software. Encryption keys are cryptographic keys the Software uses to protect Customer Data. They are not license keys Provider issues under Section 2.1.

An Authorized Operator is generally prohibited from managing, holding, generating, rotating, exporting, or holding in escrow Customer encryption keys. Customer may grant a narrow written exception. The default is prohibition.

Customer shall not transmit classified or other regulated data to Provider without Provider's express written authorization and through the channel Provider designates in writing. Customer shall impose the same restriction on each Authorized Operator. Processing of personal and regulated data is in the DPA.

8. WARRANTY AND EXCLUSIVE REMEDY

8.1 Limited warranty

Provider warrants that the Software will perform substantially in accordance with the specifications and representations in its published documentation and on Provider's website, as in effect at the start of the applicable Subscription term, during a paid Subscription.

8.1.1 Exclusive remedy

Customer's exclusive remedy, and Provider's entire liability, for breach of Section 8.1 is that Provider shall, at its option, correct the non-conformity, replace the affected Software, or terminate the affected Subscription and refund prepaid **Fees** for the unused remainder of that Subscription term, provided Customer reports the non-conformity in writing within 30 (thirty) days of discovery.

8.2 Defect correction

Provider shall use commercially reasonable efforts to correct all reported defects in the Software, including security vulnerabilities, in a timely manner where possible.

8.3 Disclaimer

Except as expressly stated, Provider disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement. Provider does not warrant Customer-controlled environments, Professional Services, or Cloud Usage. Delivery of the Software does not make Customer compliant.

Support, defect routing, and Provider incident-required updates are in the Product Terms.

9. DAMAGES WAIVER

9.1 Disablement and unavailability

If the Software is disabled, suspended, revoked, or unavailable under Article 5, Customer waives and shall not claim from Provider any consequential, incidental, special, punitive, indirect, or direct damages, lost profits, lost data access, business interruption, cover, or similar, including claims arising from negligence, to the fullest extent permitted by law, arising from that disablement or unavailability or from inability to access Customer Data encrypted by the Software while the Software is disabled.

9.2 Other claims

For claims other than Article 5 disablement or unavailability, and except for Excluded Claims under Section 9.4, Customer waives and shall not claim from Provider any consequential, incidental, special, punitive, indirect, or direct damages, lost profits, lost data, lost data access, or business interruption, including claims arising from negligence, to the fullest extent permitted by law. If a court or arbitrator nevertheless awards money against Provider, then except for Excluded Claims, Provider's total aggregate liability shall not exceed the greater of (i) the **Fees** actually paid for Customer's Software in the 12 (twelve) months preceding the claim, including amounts a Cloud Marketplace or Designated Seller of Record remitted to Provider for that Subscription, and (ii) **\$100,000 (one hundred thousand dollars)**. The amount in clause (ii) is a contractual limit. It is not a representation that Provider has purchased insurance in that amount. Section 9.1 is not limited by this cap.

9.3 Savings

If any sentence in this Article 9 or in Article 5 is held unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed. The remaining sentences remain in effect.

9.4 Excluded Claims

The waiver of damages and the cap in Section 9.2 do not apply to: (a) Provider's Intellectual Property indemnification under Section 10.2; (b) Customer's indemnification under Section 10.1; (c) either Party's breach of Section 13.8 or of the regulated-data restriction in Article 7; (d) either Party's gross negligence, fraud, or willful misconduct; or (e) Customer's unpaid **Fees**. Section 9.1 is not limited by this Section 9.4.

9.5 Vulnerabilities and defects

A vulnerability, defect, or flaw in the Software, or in any operating system, network, database, identity system, hardware, firmware, cloud service, or other third-party technology on which the Software depends, does not constitute gross negligence.

9.6 Acceptance

The limitations in this Article 9 are a condition of the License. If Customer does not accept them, Customer shall unilaterally discontinue all use of the Software.

9.7 No authority to waive

No employee, agent, reseller, or other representative of Provider is authorized to waive, modify, or extend the limitations in this Article 9. Any purported waiver, modification, or extension of this Article 9 is void.

10. INDEMNITY

10.1 Customer indemnity

Customer shall indemnify, defend, and hold harmless Provider from claims arising from Customer's use of the Software, Customer's environment, Cloud Usage, Customer Data, unauthorized modifications, any High-Risk Use, and Customer's export-control violations.

10.2 Provider Intellectual Property indemnity

Provider shall indemnify Customer against third-party claims alleging that the Software, as delivered and used in accordance with this License, infringes a third party's Intellectual Property rights, provided Customer used the Software as permitted. If such a claim arises, Provider may, at its option, modify the Software, replace it, obtain a license, or terminate the affected Subscription and refund prepaid **Fees** for the unused remainder of the term.

Provider has no obligation under this Section to the extent the claim arises from: (a) modification of the Software by anyone other than Provider; (b) combination with any product or system not supplied by Provider; (c) use other than as permitted, including use not in accordance with Provider's published documentation or any High-Risk Use; (d) continued use after Provider has made a non-infringing version, replacement, or refund available; (e) Customer Data or Customer's own specifications; or (f) a version that is not the then-current version, where the claim would have been avoided by a version Provider made available.

10.3 Procedures

The indemnified Party shall notify the indemnifying Party of any claim within 10 (ten) business days of receiving notice of it. A failure or delay in notice relieves the indemnifying Party only to the extent it materially prejudices the defense. The indemnified Party shall grant control of the defense and settlement and shall cooperate reasonably at the indemnifying Party's expense. The indemnifying Party shall not settle any claim that imposes a non-monetary obligation on the indemnified Party, or that admits fault by the indemnified Party, without prior written consent, not to be unreasonably withheld.

11. TERM AND TERMINATION

11.1 Term

This License is accepted as stated in Article 14. The Execution Date is the date of that acceptance. This License begins on the Effective Date and continues for the paid Subscription term, including any renewal Customer purchases.

11.2 Material breach and cure

Either Party may terminate for material breach if the breach remains uncured 30 (thirty) days after written notice. That cure applies to termination of this License. It does not apply to Article 5.

11.3 Effect; survival

Upon termination or Article 5 disablement, Customer shall cease use of the Software, subject only to the data-retrieval window in Section 5.3 where that Section applies.

Provisions that by their nature should survive termination survive, including payment, confidentiality, intellectual property, warranty, limitation of liability, and this Section. The license in Article 2 ends on termination.

12. EXPORT AND UNITED STATES GOVERNMENT RIGHTS

12.1 Export

Customer shall comply with United States export control laws applicable to the Software, including International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and rules administered by the Office of Foreign Assets Control (OFAC). Customer shall not export, re-export, or provide the Software or encryption technology to a prohibited person, entity, or destination. Customer shall impose the same duty on each Authorized Operator.

The Software is or may be United States-regulated cryptographic software. Provider may refuse issuance or disable the Software if Customer is sanctioned or an export authorization is required and missing.

Customer represents that it is not sanctioned and is not a denied or restricted party. Provider may terminate this License or disable the Software immediately if that representation is untrue or becomes untrue.

12.2 United States Government rights

The Software and its documentation are "commercial computer software" and "commercial computer software documentation" as those terms are used in Federal Acquisition Regulation (FAR) 12.212 and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. United States Government users acquire only the rights stated in this License, consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4.

13. GENERAL TERMS

13.1 Independent contractors

The Parties are independent contractors. This License does not create a partnership, joint venture, franchise, or agency.

13.2 Assignment

Customer may not assign this License without Provider's written consent, except to a successor to substantially all of Customer's assets that assumes this License in writing. Provider may assign this License to an affiliate or to a successor in connection with a merger, acquisition, or sale of assets. Any attempted assignment in violation of this Section is void.

13.3 Governing law and binding arbitration

This License shall be governed by the laws of **Texas**, without regard to conflict-of-law principles.

The exclusive solution to any commercial dispute arising out of or relating to this License is binding arbitration. The seat and venue is Dallas, Texas. Except as stated in Section 13.3.1 through Section 13.3.3, a court may act only to compel arbitration or to confirm or enforce an award.

The arbitration shall be administered under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The language is English. There shall be one arbitrator, unless the Parties agree in writing to three arbitrators. Each Party bears its own fees and costs unless the award says otherwise. The proceeding and the award are confidential, except as required to confirm or enforce the award or as required by law.

This License is in English. Any translation is courtesy only. English controls.

Fees are exclusive of value-added tax (VAT), goods and services tax (GST), sales tax, and withholding. A foreign Customer is responsible for its local taxes. If law requires Customer to withhold on a payment to Provider, Customer shall gross-up so Provider receives the stated **Fees**. Default currency is United States Dollars (USD). If USD names a currency other than USD, amounts under this License are in that currency.

13.3.1 Injunctive relief

Either Party may go to a court of competent jurisdiction to seek a temporary restraining order, preliminary injunction, or other equitable relief to protect Intellectual Property or Confidential Information. Provider may also go to court to enforce Software disablement under Article 5. Preferred court is in Dallas, Texas.

13.3.2 Intellectual Property claims

Ownership and infringement claims about Provider Intellectual Property may be brought in court. Preferred court is in Dallas, Texas. Binding arbitration does not give the arbitrator power to assign or invalidate Provider IP.

13.3.3 Government Customers and mandatory procedures

If Customer is a government entity, or a mandatory government dispute procedure applies and prohibits or limits arbitration, those mandatory procedures control to the extent of the conflict. If a mandatory local law of Customer's country forbids exclusive United States arbitration for that Customer, that mandatory rule controls only to the extent of the conflict. Otherwise binding arbitration in Dallas, Texas applies.

13.4 Notices

All notices shall be in writing. Email to **sales@analoginfo.com** is generally acceptable unless otherwise provided in writing. Notices may also be delivered by certified mail or courier. Article 5 disablement does not require prior notice, except for the single ground stated in Section 4.3.

Provider notice and commercial point of contact

Analog Informatics Corporation Attn: Philip Lieberman, President Address: 3626 North Hall Street, Suite 610, Dallas, TX 75219 Email: sales@analoginfo.com Phone: (214) 210-2260 Fax: (214) 210-2259

13.5 Entire agreement; amendment; orders

This License, together with the incorporated Product Terms, DPA, and Price List, constitutes the entire agreement between the Parties on its subject matter and supersedes prior discussions relating to that subject matter. Cloud Marketplace terms that the marketplace requires for a marketplace purchase apply to that purchase and do not reduce Article 5 or Article 9. Subject to Section 9.7, this License may be amended only in writing signed by both Parties.

An order for the Software identifies quantities, term, and **Fees**, and is subject to this License. Preprinted, standard, or additional terms on any such order are of no effect. If an order conflicts with this License, this License controls, except as to quantity, term, and price. An order for Professional Services is a separate contract with the party that performs those services.

13.6 Severability; waiver

If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed. The remaining provisions remain in effect. No waiver is effective unless in writing.

13.7 Electronic records; counterparts

An affirmative electronic act under Article 14 satisfies any applicable requirement that this License be in writing or signed, to the extent permitted by law. If a signed copy is used, that copy may be executed in counterparts, including electronic signatures, each of which is an original, and all of which together constitute one instrument.

13.8 Confidentiality

Each Party shall protect the other Party's Confidential Information using at least reasonable care, and shall use it only to perform this License. Upon termination or written request, the receiving Party shall return or destroy Confidential Information within 10 (ten) business days, except copies retained under legal hold or ordinary backup, which remain subject to this Section. Confidentiality obligations survive for 5 (five) years. Obligations for classified or other regulated data survive indefinitely.

13.9 Document Kit

The following Customer instruments are the Document Kit. They bind or may bind the Parties as stated in this License and the Customer Agreement. This Section names those instruments. It does not restate their text.

- (a) Customer Agreement;
- (b) Software License Terms (Clickwrap) (this License; also the EULA);
- (c) Software License Terms (Signed Copy), which is a backup only for a United States Government Customer or when the Parties agree in writing that a signed copy is required;
- (d) Product Terms;
- (e) Data Protection Addendum (the DPA); and
- (f) Price List.

14. ACCEPTANCE

Customer accepts this License by an affirmative electronic act after these terms are presented. An affirmative electronic act includes clicking I accept or I agree, checking a box that states acceptance, completing a Cloud Marketplace subscribe or private-offer accept, or downloading or activating license keys after these terms are displayed. Use of the Software without that affirmative act is not acceptance.

Provider shall present these terms before delivering license keys or binaries. Provider shall not deliver license keys or binaries until Customer has accepted.

If an Authorized Operator performs the affirmative electronic act, that act binds Customer. It does not make the Authorized Operator the licensee. Customer remains the sole licensee.

The individual who performs the affirmative electronic act represents that they have authority to bind Customer. Customer represents that it is a business, government entity, or other organization and is not acquiring the Software for personal, family, or household use.