

END USER LICENSE AGREEMENT

FOR THREATGEN® AUTOTABLETOP™

This End-User License Agreement ("**EULA**") is a legal agreement between you (either an individual or a legal entity) and Derezzed, Inc. d/b/a ThreatGEN ("**Licensor**") for the Licensor's software ThreatGEN® AutoTableTop™ that accompanies this EULA, including any associated media, printed materials, and "online" or electronic documentation (collectively the "**Software**").

By clicking the accept button, downloading, installing, or using the Software, you agree to be bound by the terms of this EULA. If you do not agree to these terms, do not use the Software.

1) GRANT OF LICENSE

Licensor grants you the following rights, subject to your compliance with all terms and conditions of this EULA:

- (a) Grant. Licensor hereby grants you a non-exclusive, non-transferable license, without rights to sublicense, to access and use the Software as a service solely for your professional educational purposes. Such use must be in accordance with the permitted uses set forth in this EULA and the purpose for which the Software was designed, as outlined in the applicable documentation. This grant is subject to your payment of applicable subscription fees.
- (b) Access and Use. You may access and use the Software through a web browser or other designated interface. The number of users who may access the Software simultaneously is determined by your subscription level:
 - Standard: 2 seats
 - Plus: 5 seats
 - Enterprise: 10 seats
 - Enterprise+ On-Prem: Unlimited seats (special terms apply for on-premises installation)
 - Single Use: 1 seat for 1 month (for Proof of Concept or trial purposes)
- (c) Partner Licenses. If you are a ThreatGEN partner, you may use the Software internally and provide access to your clients. Each client must consume one of your allocated partner licenses. When your licenses are exhausted, you must purchase additional licenses based on your partner level.
- (d) On-Premises Installation. For Enterprise+ On-Prem subscribers, you may install the Software on your own servers. This installation is subject to additional terms and conditions specific to on-premises deployment.

- (e) Restrictions. You may not make the Software available on a network where it could be accessed by unauthorized users. You may not attempt to reverse engineer, decompile, or disassemble the Software. For Enterprise+ On-Prem subscribers, you may make a single backup copy of the Software for disaster recovery purposes.
- (f) Updates and Upgrades. This EULA grants you rights to any updates or upgrades to the Software developed by Licensor during your active subscription period.

2) USER RESPONSIBILITIES

You are responsible for providing your own cybersecurity protections for your tabletop data, which is only saved on the facilitator's workstation running the tabletop exercises.

3) NO RENTAL/COMMERCIAL HOSTING

You may not rent, lease, lend or provide hosting services with the Software for third parties. You may not use the Software to provide commercial services to third parties, including, but not limited to, using the Software for training purposes of anyone besides your organization or, in the case of partners, your clients as permitted by your partner license pack.

Use of the Software for commercial or multi-user training purposes requires an appropriate subscription level as outlined in Section 1(e).

4) INTELLECTUAL PROPERTY RIGHTS

All code, user interfaces, and content provided by the interface from Licensor servers is owned by Licensor. Transcripts, end tabletop exercise reports, or settings files (JSON) created by end users or partners are owned by the user.

5) STREAMING AND SOCIAL MEDIA SHARING

You are authorized to stream, share and/or upload video, audio, or images of your gameplay, exercises, or session usage on social media platforms, such as but not limited to Twitch, Facebook, and YouTube. You are also authorized to share pictures of gameplay, exercises, or session usage. However, you are solely responsible for obtaining all necessary rights, permissions, and consents from third-party content owners for any content that you share or stream. You agree to indemnify and hold the Licensor harmless for all third-party claims or disputes arising from your sharing or streaming of content, including any claims of copyright infringement or violation of any third-party rights.

6) TERMINATION

This EULA may be terminated immediately for: breach of copyrighted source code within AutoTableTop™, non-payment of annual invoices, or violation of acceptable use. Upon termination, you must cease all use of the Software and destroy all copies in your possession.

7) SUPPORT AND SUBSCRIPTION SERVICES INCLUDED

The Licensor will provide support services under this EULA for the duration of your active subscription. This EULA gives you rights to any updates or upgrades to the Software or any extensions or enhancements to the Software developed by Licensor during your subscription period. Any supplemental software code or related materials that Licensor provides to you as part of any support services are to be considered part of the Software and are subject to the terms and conditions of this EULA.

8) LIMITATION OF LIABILITY

Licensor provides AutoTableTop™ solely for training purposes and it cannot be relied upon for production-level exercise assumptions. Liability is limited to any remaining license fee, prorated based on the calendar year.

9) GOVERNING LAW

This EULA is governed by the laws of Harris County, Texas.

10) PRIVACY POLICY

Licensor's use of your personal information is governed by our Privacy Policy, which is incorporated into this Agreement by reference. We retain only registered users' first name, last name, and email. We may record simulation statistics but never retain any user data entered into prompts during AutoTableTop™ simulated tabletop exercises.

11) DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12) UPDATES AND SUPPORT

Licensor may provide updates or support services for the Software. Any such updates or services shall be governed by this EULA unless separate terms are provided.

13) EXPORT RESTRICTIONS

You agree to comply with all applicable international and national laws regarding the Software, including U.S. export regulations.

By using ThreatGEN® AutoTableTop™, you acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions.