



ENTERPRISE USER LICENSING AGREEMENT

Software End User License Agreement | Enterprise Terms and Conditions

Document Owner	KYND / [Company Legal Name]
Version	1.0
Effective Date	[Insert Date]
Customer / Licensee	[Insert Customer Legal Name]
Governing Law	[Ontario, Canada / Insert Jurisdiction]

1. Agreement Overview and Acceptance

This Enterprise User Licensing Agreement (the “Agreement” or “EULA”) governs access to and use of the KYND software platform, applications, modules, documentation, APIs, connectors, updates, professional services deliverables, and related services made available by [Company Legal Name], doing business as KYND (“KYND,” “Licensor,” “we,” “us,” or “our”), to the enterprise customer identified in an applicable order form, statement of work, online order, purchase order accepted by KYND, or other written ordering document (“Customer,” “Licensee,” “you,” or “your”).

By executing an order form, accessing the software, installing the software, enabling an administrator account, clicking an acceptance button, or otherwise using KYND, Customer agrees to be bound by this Agreement. If Customer does not agree to this Agreement, Customer must not access, install, or use KYND.

This Agreement is intended for enterprise licensing and may be supplemented by an order form, data processing addendum, support policy, service-level agreement, statement of work, security addendum, acceptable use policy, or other written schedule. If there is a conflict, the order of precedence is: (a) data processing addendum for privacy and data processing matters; (b) order form or statement of work; (c) security or support addendum; and (d) this Agreement, unless expressly stated otherwise.

2. Definitions

Key Defined Terms

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“Authorized User” means an employee, contractor, consultant, or agent authorized by Customer to access KYND under Customer’s account and subject to this Agreement.

“Customer Data” means data, files, prompts, records, configurations, logs, metadata, content, personal information, and other materials submitted to, processed by, or generated through KYND by or on behalf of Customer.

“Documentation” means KYND’s user guides, technical materials, policies, release notes, specifications, and administrative instructions made available by KYND.

“Fees” means subscription, license, usage, professional services, support, implementation, overage, renewal, and other charges payable under an order form.

“Software” means the KYND software, platform, applications, APIs, connectors, agents, models, workflows, interfaces, dashboards, modules, updates, enhancements, and related technology provided by KYND.

“Subscription Term” means the period during which Customer is authorized to access or use KYND as stated in an order form.

“Usage Limits” means limits on users, seats, devices, instances, transactions, API calls, workloads, environments, storage, modules, features, geography, or other usage metrics specified in an order form.

3. License Grant and Enterprise Use Rights

Subject to Customer’s compliance with this Agreement and timely payment of all applicable Fees, KYND grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the applicable Subscription Term to access and use the Software and Documentation solely for Customer’s internal business operations and only within the Usage Limits set out in the applicable order form.

Customer may permit Authorized Users to use KYND on Customer’s behalf, provided Customer is responsible for all Authorized User activity, account administration, compliance, and misuse. Customer must ensure that all Authorized Users comply with this Agreement and any applicable Documentation, security requirements, and acceptable use restrictions.

Unless expressly permitted in an order form, the license does not include rights for outsourced service bureau use, resale, managed service provider use, white-labeling, distribution, embedding into third-party products, or providing access to unaffiliated third parties.

4. Account Administration and Authorized Users

Customer is responsible for designating administrators, managing user access, maintaining accurate account information, enforcing least privilege, and promptly disabling access for users who no longer require access. Customer is responsible for maintaining the confidentiality of credentials, API keys, tokens, secrets, and authentication mechanisms used with KYND.

Customer must notify KYND promptly of any suspected unauthorized access, credential compromise, security incident, or misuse of the Software. KYND may suspend access where KYND reasonably believes that continued access could compromise the security, integrity, legality, or availability of KYND, Customer Data, KYND systems, or third-party systems.

5. Restrictions and Prohibited Use

Customer shall not, and shall not permit any third party to:

copy, modify, translate, adapt, create derivative works of, or reverse engineer the Software except to the limited extent such restriction is prohibited by applicable law;

decompile, disassemble, attempt to derive source code, underlying ideas, algorithms, models, non-public APIs, architecture, trade secrets, or security mechanisms;

rent, lease, lend, sell, resell, sublicense, distribute, publish, host for third parties, provide service bureau access, or otherwise commercially exploit KYND except as expressly authorized;

bypass license keys, usage controls, rate limits, authentication, security controls, technical protection measures, or entitlement restrictions;
use KYND to violate applicable law, infringe rights, process unlawful content, send spam, conduct surveillance without legal authority, or support harmful, fraudulent, deceptive, or abusive activity;
introduce malware, harmful code, vulnerability exploits, prompt-injection attacks, model extraction attacks, credential theft mechanisms, denial-of-service activity, or unauthorized scanning into KYND or related systems;
use KYND to build, train, benchmark, or improve a competing product or service without KYND's prior written consent;
remove, obscure, or alter proprietary notices, branding, audit logs, usage tracking, or intellectual property notices;
access KYND in a manner that exceeds purchased Usage Limits or interferes with the performance, security, or availability of the Software.

6. Fees, Taxes, Orders, and Payment

Customer shall pay all Fees specified in the applicable order form. Unless stated otherwise, Fees are non-cancellable and non-refundable, payment obligations are irrevocable, and quantities purchased cannot be decreased during the then-current Subscription Term.

Invoices are due within [30] days from invoice date as per the reseller, unless otherwise stated in an order form. Late payments may accrue interest at the lesser of [1.5% per month] or the maximum rate permitted by law, plus reasonable collection costs. KYND may suspend access for undisputed overdue amounts after providing reasonable written notice.

Fees exclude taxes, duties, levies, withholding taxes, and similar governmental assessments. Customer is responsible for all applicable taxes other than taxes based on KYND's net income. If Customer is required to withhold taxes, Customer shall gross up payments, so reseller of KYND receives the full amount invoiced, unless prohibited by law.

7. Subscription Term, Renewals, and True-Up

The Subscription Term is stated in the applicable order form. Unless the order form states otherwise, subscriptions renew for successive periods equal to the expiring term unless either party gives written notice of non-renewal at least [60] days before the renewal date.

If Customer exceeds the purchased Usage Limits, KYND may invoice Customer for the excess usage at KYND's then-current rates or as specified in the order form. Customer agrees to cooperate with reasonable usage verification, entitlement audits, and true-up processes.

8. Support, Maintenance, Updates, and Availability

KYND will provide support and maintenance in accordance with the applicable support policy or order form. KYND may provide updates, patches, enhancements, bug fixes, and new features at

its discretion. Updates may be required for security, compatibility, performance, or compliance reasons.

KYND may modify or discontinue features, provided KYND will not materially reduce the core functionality of the Software during a paid Subscription Term without providing a commercially reasonable alternative or remedy, unless the change is required by law, security risk, third-party dependency, or emergency operational need.

Any availability commitments, service credits, or service levels apply only if expressly set out in a separate service-level agreement or order form. Service credits, if any, are Customer's sole and exclusive remedy for failure to meet stated service levels.

9. Professional Services and Deliverables

KYND may provide implementation, configuration, integration, advisory, training, managed services, or other professional services under a statement of work. Unless expressly stated otherwise, professional services are performed on a time-and-materials or fixed-fee basis as specified in the statement of work.

Customer is responsible for providing timely access, accurate information, personnel availability, approvals, test environments, systems, and dependencies necessary for KYND to perform professional services. Delays caused by Customer may impact timelines, costs, and delivery milestones.

Unless otherwise agreed, KYND retains ownership of pre-existing materials, methodologies, templates, tools, scripts, know-how, reusable components, software, workflows, models, libraries, and general knowledge used or developed in connection with professional services. Customer receives a limited license to use deliverables solely with KYND and for Customer's internal business purposes.

10. Customer Data, Privacy, and Data Protection

Customer retains all rights, title, and interest in Customer Data. Customer grants KYND and its Affiliates, contractors, sub-processors, and service providers a limited right to process Customer Data solely as necessary to provide, secure, maintain, support, improve, and administer KYND; comply with law; prevent fraud or abuse; and fulfill obligations under this Agreement.

Customer is responsible for the legality, accuracy, quality, integrity, and rights associated with Customer Data, including obtaining all consents, notices, permissions, and legal bases required for KYND to process Customer Data. Customer shall not submit regulated, sensitive, or restricted data unless permitted by the order form, Documentation, and applicable data processing terms.

Where KYND processes personal information on Customer's behalf, the parties shall enter into a data processing addendum addressing roles, processing instructions, confidentiality, security, sub-processors, cross-border transfers, retention, deletion, audits, and data subject rights. In the

absence of a signed addendum, Customer must not use KYND to process personal information requiring specific contractual processing terms.

KYND may create aggregated, anonymized, or de-identified data that does not identify Customer, Authorized Users, or individuals. KYND may use such data for analytics, benchmarking, security, product improvement, research, and reporting, provided it is not used to re-identify Customer or any individual.

11. AI, Automation, Output, and Model-Related Terms

If KYND includes AI, machine learning, automation, agentic workflows, recommendations, generated outputs, risk scores, or decision-support features, Customer acknowledges that outputs may be probabilistic, incomplete, inaccurate, biased, or unsuitable for certain uses without human review.

Customer is solely responsible for validating outputs before reliance or use. Customer must not use KYND outputs as the sole basis for legally significant, safety-critical, employment, credit, insurance, healthcare, criminal justice, or similarly high-impact decisions unless Customer has implemented appropriate human oversight, testing, governance, explainability, auditability, and legal compliance controls.

Unless expressly stated in an order form, KYND does not use Customer Data to train third-party foundation models. Any permitted product improvement, telemetry, or model tuning use must comply with applicable privacy, security, and data processing terms.

Customer is responsible for configuring policies, guardrails, access controls, approvals, monitoring, data-loss prevention, and human-in-the-loop review for AI or automation workflows deployed through KYND.

12. Security Obligations

KYND will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, and destruction. Such safeguards may include access controls, encryption, logging, vulnerability management, secure development practices, monitoring, backup controls, incident response procedures, and personnel confidentiality obligations.

Customer is responsible for securely configuring the Software, managing identities, enforcing multi-factor authentication where available, protecting endpoints, maintaining network security, reviewing audit logs, classifying data, and ensuring that integrations and third-party systems are securely configured.

KYND may investigate security incidents affecting KYND systems and will notify Customer of a confirmed breach of Customer Data without undue delay and in accordance with applicable law and any data processing addendum.

13. Third-Party Services, Integrations, and Open Source

KYND may interoperate with third-party services, cloud platforms, identity providers, data sources, APIs, models, marketplaces, or open-source components. Customer's use of third-party services is governed by the applicable third-party terms, not this Agreement.

KYND is not responsible for third-party services, outages, security controls, data handling, changes, or discontinuation. Certain components may be provided under open-source licenses. Open-source software is licensed under its applicable open-source terms, and those terms may grant Customer additional rights or impose additional obligations. To the extent required by an open-source license, such license controls for the applicable component.

14. Intellectual Property Ownership

KYND and its licensors retain all rights, title, and interest in and to the Software, Documentation, platform, technology, trademarks, service marks, designs, interfaces, source code, object code, APIs, models, algorithms, workflows, methodologies, know-how, feedback implementations, product improvements, and all related intellectual property rights.

Except for the limited license expressly granted in this Agreement, no rights are transferred to Customer. Customer does not acquire ownership of KYND or any derivative works, enhancements, modifications, configurations, or improvements to KYND.

Customer grants KYND a worldwide, royalty-free, perpetual, irrevocable license to use and incorporate feedback, suggestions, enhancement requests, recommendations, corrections, and ideas provided by Customer or Authorized Users, without restriction or obligation, provided KYND does not disclose Customer Confidential Information.

15. Confidentiality

"Confidential Information" means non-public information disclosed by one party to the other that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including business plans, pricing, product roadmaps, software, security information, technical information, Customer Data, and trade secrets.

Each party shall protect the other party's Confidential Information using at least reasonable care and shall use Confidential Information only to perform obligations or exercise rights under this Agreement. A receiving party may disclose Confidential Information to its employees, contractors, advisors, auditors, Affiliates, and service providers who need to know and are bound by confidentiality obligations.

Confidentiality obligations do not apply to information that is publicly available without breach, independently developed without use of Confidential Information, rightfully received from a third party without confidentiality restrictions, or approved for release in writing. A receiving

party may disclose Confidential Information where required by law, provided it gives prompt notice where legally permitted and cooperates to limit disclosure.

16. Warranties and Disclaimers

KYND warrants that, during the applicable Subscription Term, the Software will materially conform to the Documentation under normal authorized use. Customer's sole remedy and KYND's sole liability for breach of this warranty is for KYND to use commercially reasonable efforts to correct the nonconformity or, if KYND cannot do so, terminate the affected order and refund prepaid unused Fees for the affected Software.

Each party represents that it has the legal power and authority to enter into this Agreement. Customer represents that it has all rights, consents, and permissions necessary to provide Customer Data and use KYND in accordance with applicable law.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, KYND, THE SOFTWARE, DOCUMENTATION, SERVICES, OUTPUTS, AI FEATURES, THIRD-PARTY SERVICES, AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." KYND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, AND ERROR-FREE OPERATION. KYND DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, VULNERABILITY-FREE, OR THAT OUTPUTS WILL BE COMPLETE, ACCURATE, OR SUITABLE FOR CUSTOMER'S PURPOSES.

17. Indemnification

KYND shall defend Customer against a third-party claim alleging that Customer's authorized use of KYND infringes a patent, copyright, trademark, or trade secret of that third party, and shall pay damages finally awarded or settlement amounts approved by KYND, provided Customer promptly notifies KYND, gives KYND sole control of the defense and settlement, and reasonably cooperates.

KYND has no obligation for claims arising from Customer Data, Customer modifications, unauthorized use, use after KYND provided a workaround or update, combination with items not provided by KYND, third-party services, open-source components, or Customer's breach of this Agreement. If KYND reasonably believes the Software may be subject to an infringement claim, KYND may procure continued use, modify the Software, replace it with substantially similar functionality, or terminate the affected order and refund prepaid unused Fees.

Customer shall defend KYND against third-party claims arising from Customer Data, Customer's violation of law, unauthorized use of KYND, breach of this Agreement, or use of KYND in a manner not permitted by this Agreement, and shall pay damages finally awarded or settlement amounts approved by Customer, provided KYND gives prompt notice, reasonable cooperation, and control of the defense to Customer.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, OR LOSS ARISING FROM AI OUTPUTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO KYND FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE [12] MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

The liability cap does not apply to Customer's payment obligations, Customer's breach of license restrictions, either party's confidentiality obligations, indemnification obligations, gross negligence, willful misconduct, fraud, or liabilities that cannot be limited by law, except to the extent such exclusions are not enforceable in the applicable jurisdiction.

19. Suspension and Termination

KYND may suspend Customer's access immediately if KYND reasonably determines that Customer's use creates a security risk, violates law, exceeds Usage Limits, threatens KYND systems or third parties, infringes rights, or breaches material restrictions. KYND will use commercially reasonable efforts to provide notice and an opportunity to cure where practicable.

Either party may terminate this Agreement or an affected order for material breach if the breach remains uncured [30] days after written notice. KYND may terminate immediately for Customer's insolvency, unlawful use, repeated violations, non-payment after notice, or breach of license restrictions or confidentiality obligations.

Upon termination or expiration, Customer must stop using KYND, delete or return Software where applicable, and pay all outstanding Fees. Sections intended to survive will survive, including payment, restrictions, ownership, confidentiality, data handling, disclaimers, indemnities, limitation of liability, dispute resolution, and general provisions.

20. Data Return and Deletion

Upon expiration or termination, KYND will make Customer Data available for export for a commercially reasonable period, unless prohibited by law, security requirements, or the applicable order form. After that period, KYND may delete Customer Data in accordance with its standard retention and deletion practices.

KYND may retain copies of Customer Data as required by law, audit, backup, dispute resolution, security, compliance, or legitimate business purposes, subject to confidentiality and data

protection obligations. Backup copies may persist for a limited period until overwritten in the ordinary course.

21. Audit and Compliance Verification

Customer shall maintain records reasonably necessary to demonstrate compliance with this Agreement, including usage, seat counts, environments, and deployment scope. Upon reasonable notice, KYND may audit Customer's compliance no more than once annually unless KYND reasonably suspects unauthorized use or material breach.

Audits will be conducted during normal business hours in a manner designed to minimize disruption. If an audit reveals underpayment or excess usage, Customer shall promptly pay all amounts due. If underpayment exceeds [5%] of Fees due for the audited period, Customer shall reimburse reasonable audit costs.

22. Export, Sanctions, and Regulatory Compliance

Customer shall comply with all applicable export controls, sanctions, anti-bribery, anti-corruption, privacy, data protection, cybersecurity, procurement, sector-specific, and technology regulations. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in a sanctioned jurisdiction and is not a denied or restricted party.

Customer shall not use KYND for prohibited end uses, including activities involving weapons, unlawful surveillance, human rights abuse, or any use restricted by applicable law or KYND's acceptable use policies.

23. Publicity and Marks

Neither party may use the other party's name, logo, trademarks, or branding without prior written consent, except that KYND may identify Customer as a customer in standard customer lists, presentations, and website materials unless Customer opts out in writing. Any press release, case study, or testimonial requires prior written approval.

24. Dispute Resolution and Governing Law

This Agreement is governed by the laws of [Ontario and the federal laws of Canada applicable therein], excluding conflict-of-law rules. The parties, consent to the exclusive jurisdiction and venue of the courts located in [Toronto, Ontario], unless the order form states otherwise.

Before commencing formal proceedings, the parties will attempt in good faith to resolve disputes through executive escalation. Either party may seek injunctive or equitable relief to protect intellectual property, confidentiality, security, or unauthorized use without first completing escalation.

25. General Provisions

Neither party is liable for delay or failure to perform due to events beyond reasonable control, including natural disasters, acts of war, terrorism, labor disputes, governmental actions, internet or utility failures, cloud provider outages, cyberattacks, or supply-chain disruptions, provided payment obligations are not excused.

Customer may not assign this Agreement without KYND's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound by this Agreement. KYND may assign this Agreement to an Affiliate or successor.

Notices must be in writing and delivered by personal delivery, courier, registered mail, or email to the addresses specified in the order form. Email notices are effective upon confirmation of transmission unless bounce-back or delivery failure occurs.

If any provision is held invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be modified to the minimum extent necessary to be enforceable. No waiver is effective unless in writing. This Agreement does not create any partnership, joint venture, agency, fiduciary, or employment relationship.

This Agreement, together with all order forms, schedules, addenda, and statements of work, constitutes the entire agreement between the parties regarding KYND and supersedes prior or contemporaneous agreements, proposals, representations, and understandings on the subject matter.

26. Signature Blocks

The parties may execute this Agreement electronically and in counterparts. Each counterpart is deemed an original and all counterparts together constitute one instrument.

KYND / [Company Legal Name]	Customer / Licensee
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____