

# Terms of Service

January 20, 2026

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## Guardian-X Terms of Service

**Effective Date:** January 20, 2026 **Last Updated:** January 20, 2026 **Version:** 2.0

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### 1. Definitions

In this Agreement, the following terms have the meanings set forth below:

**1.1 “Administrator”** means an individual designated by Customer with administrative privileges to configure the Services, manage Users, and access administrative dashboards.

**1.2 “Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than 50% of the voting

securities.

**1.3 “Alert”** means any emergency notification, duress signal, panic alert, or other communication transmitted through the Services.

**1.4 “Authorized User” or “User”** means an individual authorized by Customer to access and use the Services, including employees, contractors, and other personnel enrolled in the Platform.

**1.5 “Contact”** means any individual designated to receive Alerts or other communications through the Services, including emergency responders, administrators, and notification recipients.

**1.6 “Customer Data”** means all data, content, and information submitted by Customer or Users to the Services, including but not limited to Alert content, location data, user information, and organizational configurations.

**1.7 “Documentation”** means the user guides, technical specifications, API documentation, and other materials provided by Guardian-X describing the functionality and operation of the Services.

**1.8 “Effective Date”** means the date Customer first accesses the Services or the date specified in the applicable Order, whichever is earlier.

**1.9 “Order” or “Quote”** means an ordering document, online subscription, or statement of work specifying the Services, fees, and terms applicable to Customer’s subscription.

**1.10 “Platform”** means the Guardian-X emergency management software, including mobile applications (iOS, Android), desktop applications (macOS, Windows), wearable applications (Apple Watch), web interfaces, APIs, and backend services.

**1.11 “Professional Services”** means implementation, training, customization, integration, or consulting services provided by Guardian-X.

**1.12 “Sensitive Personal Information”** means data revealing racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic data, biometric data for identification purposes, health data, sex life or sexual orientation, or criminal convictions.

**1.13 “Services”** means the Guardian-X Platform and any related Professional Services provided under this Agreement.

**1.14 “Third-Party Services”** means applications, integrations, content, or services provided by third parties that integrate with or are accessed through the Services.

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## **2. Introduction and Acceptance**

These Terms of Service (“Terms” or “Agreement”) constitute a legally binding agreement between you (“Customer,” “you,” or “your”) and Guardian-X Inc., a Virginia corporation (“Guardian-X,” “Company,” “we,” “us,” or “our”), governing your access to and use of the Services.

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are entering into these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.**

### 3. Description of Services

#### 3.1 Core Emergency Management Platform

Guardian-X provides an enterprise emergency management platform that includes:

- **Duress Alerting System:** Covert and overt panic capabilities across multiple platforms
- **Real-Time Location Tracking:** Location services during emergency events
- **Multi-Platform Applications:** iOS, Android, macOS, Windows, and Apple Watch applications
- **Administrative Dashboards:** Security operations management and monitoring
- **Notification Systems:** Real-time emergency communication and alerting
- **Device Enrollment:** Centralized device and user management

#### 3.2 Intelligence Products (Where Applicable)

- **Guardian Recon:** Social media intelligence and investigations (SOCMINT)
- **Guardian Sentinel:** Threat monitoring and multi-source alerting
- **Guardian Horizon:** Executive travel intelligence and risk assessment
- **Local Intelligence:** Location-based threat and incident aggregation

#### 3.3 Executive Protection Features

- Vitals monitoring via wearable devices
  - Fall detection integration
  - Heart rate anomaly alerting
  - Location-based check-in and geofencing
- 

### 4. Account Registration and Security

#### 4.1 Account Creation

To use the Services, Customer must create an organizational account and provide accurate, complete, and current information. Customer is responsible for maintaining the accuracy of account information and updating it promptly when changes occur.

#### 4.2 Account Security

Customer is responsible for:

- Maintaining the confidentiality of all account credentials, API keys, and access tokens
- All activities that occur under Customer's account, whether authorized or not
- Immediately notifying Guardian-X of any unauthorized access, security breach, or suspected compromise at [security@guardianxi.com](mailto:security@guardianxi.com)
- Implementing appropriate access controls and authentication measures for Users
- Ensuring that Administrators properly configure user roles and permissions

## 4.3 User Management

Customer shall:

- Maintain accurate records of all Authorized Users
  - Promptly deactivate accounts for Users who no longer require access
  - Ensure that each User account is used by only one individual
  - Not share user credentials among multiple individuals
- 

## 5. Customer Responsibilities

### 5.1 General Responsibilities

Customer acknowledges and agrees that:

**(a) Lawful Use:** Customer shall use the Services only in compliance with this Agreement, the Documentation, and all applicable federal, state, local, and international laws and regulations.

**(b) Configuration:** Customer is solely responsible for the proper configuration of the Services, including Alert routing, notification rules, escalation procedures, and user permissions.

**(c) Accuracy of Information:** Customer is responsible for the accuracy and completeness of all Customer Data and information provided to the Services. Guardian-X is not liable for any consequences resulting from inaccurate, incomplete, or outdated information provided by Customer.

**(d) User Compliance:** Customer shall ensure that all Users and Contacts comply with this Agreement and are informed of their obligations.

### 5.2 Alert Content and Responsibility

**CUSTOMER IS SOLELY RESPONSIBLE FOR ALL ALERTS AND COMMUNICATIONS SENT THROUGH THE SERVICES.**

This includes responsibility for:

- The accuracy, content, and appropriateness of all Alert messages
- Any mistakes, errors, or omissions in Alert content
- The use, subject matter, and timing of all communications
- Any loss, damage, or liability arising from Alerts, regardless of whether the Alert was sent intentionally or in error

Guardian-X acts solely as a passive conduit for transmitting Customer's communications and has no obligation to review, monitor, or verify the content of Alerts.

### 5.3 Consent and Authorization

Customer represents and warrants that it has obtained and will maintain all necessary:

**(a) Employee Consent:** Written or electronic consent from all Users for enrollment in the Platform, collection of location data, and receipt of communications, as required by applicable law.

**(b) Contact Authorization:** Proper authorization to send Alerts and communications to all Contacts, including compliance with: - Telephone Consumer Protection Act (TCPA) and implementing regulations - CAN-SPAM Act for email communications - State-specific telemarketing and communication laws - GDPR and other international privacy regulations where applicable

**(c) Opt-Out Mechanisms:** Appropriate mechanisms for individuals to opt out of non-emergency communications where required by law.

**(d) Workplace Policies:** Clear workplace policies informing employees about the Platform's capabilities, including location tracking and monitoring features.

## 5.4 Prohibited Communications

Customer shall NOT use the Services to:

- Send Alerts to 911, 999, 112, or other emergency services numbers
- Send communications to phone numbers that may not be called using automated dialing equipment under applicable law
- Transmit content that is defamatory, obscene, threatening, harassing, or abusive
- Send unsolicited commercial messages, spam, or telemarketing communications
- Transmit content that infringes intellectual property rights or violates privacy rights
- Engage in fraudulent, deceptive, or misleading practices
- Distribute malware, viruses, or other harmful code

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## 6. Restrictions on Use

### 6.1 General Restrictions

Customer shall NOT:

- (a)** Rent, lease, lend, sublicense, resell, or otherwise transfer access to the Services to any third party
- (b)** Provide access to third parties other than authorized Users, including through service bureau, time-sharing, or outsourcing arrangements
- (c)** Use the Services to develop, train, or improve a competing product or service
- (d)** Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services
- (e)** Modify, adapt, translate, or create derivative works based on the Services
- (f)** Attempt to gain unauthorized access to any systems, networks, or data
- (g)** Interfere with or disrupt the integrity, performance, or security of the Services
- (h)** Circumvent usage limits, access controls, or security measures
- (i)** Remove, alter, or obscure any proprietary notices, labels, or marks on the Services
- (j)** Upload or process Sensitive Personal Information except as expressly permitted and configured
- (k)** Use the Services in violation of applicable export control laws

(l) Benchmark, conduct competitive analysis, or publish performance metrics without written consent

(m) Imply any false affiliation, endorsement, or sponsorship with Guardian-X

## 6.2 Suspension Rights

Guardian-X may immediately suspend or limit Customer's access to the Services, without liability, if:

- (a) Customer materially breaches this Agreement, including non-payment
- (b) Customer's use threatens the security, integrity, or availability of the Services
- (c) Customer's use may result in liability to Guardian-X or third parties
- (d) Required by law, court order, or government authority
- (e) Emergency network repairs or security incidents require immediate action

Guardian-X will use reasonable efforts to provide advance notice of suspension where legally permitted and practicable. Services will be restored promptly once the issue is resolved.

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## 7. Data and Privacy

### 7.1 Data Collection

Guardian-X collects and processes data as described in our [Privacy Policy](#), which is incorporated into these Terms by reference. By using the Services, you consent to such collection and processing.

### 7.2 Customer Data Ownership

Customer retains all rights, title, and interest in Customer Data. Customer grants Guardian-X a limited, non-exclusive license to use Customer Data solely to:

- Provide, maintain, and improve the Services
- Generate anonymized, aggregated analytics (with no personally identifiable information)
- Comply with legal obligations

### 7.3 Data Security

Guardian-X implements and maintains reasonable administrative, physical, and technical safeguards designed to protect Customer Data, including:

- Encryption in transit (TLS 1.3) and at rest (AES-256)
- Regular third-party security audits and penetration testing
- SOC 2 Type II certification
- ISO 27001 aligned security controls
- Employee background checks and security training

Guardian-X will provide a security questionnaire response or audit report upon reasonable request by enterprise customers.

## 7.4 Data Processing Agreement

For processing of personal data subject to GDPR, CCPA, or other applicable data protection laws, the Guardian-X Data Processing Addendum (DPA) applies and is incorporated by reference. The DPA is available at [guardianxi.com/legal/dpa](https://guardianxi.com/legal/dpa) or upon request.

## 7.5 Location Data

The Services may collect precise location data from User devices during emergency events or as configured by Customer. Customer is solely responsible for:

- Informing employees and Users about location tracking capabilities
- Obtaining all legally required consents for location collection
- Configuring location collection settings appropriately for Customer's jurisdiction
- Complying with applicable workplace monitoring and privacy laws

## 7.6 Data Retention

Customer Data is retained in accordance with Guardian-X's data retention policies and applicable legal requirements:

- **Active Account Data:** Retained while Customer's account is active
  - **Alert Records:** Retained per Customer's configuration and legal requirements (typically 3-7 years)
  - **Post-Termination:** Customer may request data export within 30 days of termination; data is deleted within 90 days unless retention is legally required
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# 8. Third-Party Services

## 8.1 Third-Party Integrations

The Services may integrate with or provide access to Third-Party Services, including weather data providers, mapping services, communication carriers, and other external platforms.

## 8.2 Third-Party Disclaimer

Guardian-X does not control, endorse, or assume responsibility for Third-Party Services. Third-Party Services are provided "AS IS" without warranty. Guardian-X is not liable for:

- The availability, accuracy, or reliability of Third-Party Services
- Any acts or omissions of third-party providers
- Changes to or discontinuation of Third-Party Services
- Data handling practices of third parties

### **8.3 Carrier and Network Limitations**

Customer acknowledges that Alert delivery depends on third-party carriers, internet service providers, mobile networks, and device manufacturers that are beyond Guardian-X's control. Alerts may be delayed, undelivered, or blocked by:

- Wireless carriers or aggregators
  - Internet service providers
  - Email spam filters
  - Device settings or user configurations
  - Government or regulatory authorities
  - Network outages or congestion
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## **9. Intellectual Property**

### **9.1 Guardian-X Ownership**

Guardian-X retains all rights, title, and interest in and to the Services, including all software, algorithms, user interfaces, documentation, APIs, and other intellectual property. This Agreement does not transfer any ownership rights to Customer.

### **9.2 Limited License**

Subject to these Terms, Guardian-X grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for Customer's internal business purposes during the subscription term.

### **9.3 Feedback**

If Customer provides suggestions, ideas, enhancement requests, or other feedback regarding the Services, Customer grants Guardian-X a perpetual, irrevocable, worldwide, royalty-free license to use such feedback for any purpose without obligation or compensation.

### **9.4 Trademarks**

"Guardian-X," the Guardian-X logo, "Guardian Recon," "Guardian Sentinel," "Guardian Horizon," and related marks are trademarks of Guardian-X Inc. Customer may not use these marks without prior written permission, except as authorized in writing for marketing purposes.

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## **10. Fees and Payment**

### **10.1 Subscription Fees**

Access to the Services requires payment of applicable subscription fees as set forth in the applicable Order. Unless otherwise specified:

- Fees are invoiced annually in advance

- Fees for additional usage or overages are invoiced quarterly in arrears
- All fees are quoted in U.S. dollars

## **10.2 Payment Terms**

Unless otherwise specified in the Order:

- Payment is due within thirty (30) days of invoice date
- All fees are non-refundable except as expressly stated herein or required by law
- Prices are subject to change with sixty (60) days' written notice, effective upon renewal

## **10.3 Late Payment**

Unpaid amounts are subject to:

- Interest at the rate of 1.5% per month (or the maximum rate permitted by law)
- Suspension of Services after thirty (30) days of non-payment
- Recovery of reasonable collection costs, including attorneys' fees

## **10.4 Taxes**

Fees do not include applicable sales, use, VAT, GST, or other taxes. Customer is responsible for all taxes associated with the Services, excluding taxes based on Guardian-X's net income. Customer must provide valid tax exemption certificates where applicable.

## **10.5 Automatic Renewal**

Unless otherwise specified in the Order:

- Subscriptions automatically renew for successive periods equal to the initial term
- Either party may prevent renewal by providing written notice at least sixty (60) days before the renewal date
- Renewal pricing may increase by up to 7% annually unless otherwise agreed

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## **11. Service Levels and Support**

### **11.1 Availability Commitment**

Guardian-X targets 99.9% monthly uptime for the core Platform, excluding:

- Scheduled maintenance (with reasonable advance notice)
- Force majeure events
- Customer-caused issues
- Third-Party Service outages

### **11.2 Support Tiers**

Support is provided in accordance with Customer's subscription tier:

Tier	Email Support	Phone Support	Response Time	Dedicated CSM
Standard	Business Hours	-	24 hours	-
Professional	24/7	Business Hours	4 hours	-
Enterprise	24/7	24/7	1 hour	Yes

### 11.3 Service Credits

If monthly uptime falls below 99.9%, Customer may request service credits:

Uptime	Credit
99.0% - 99.9%	10% of monthly fees
95.0% - 99.0%	25% of monthly fees
Below 95.0%	50% of monthly fees

Credits must be requested within thirty (30) days and do not exceed 50% of monthly fees. Credits are applied to future invoices and are Customer's sole remedy for downtime.

### 11.4 Updates and Changes

Guardian-X may update the Services from time to time. We will provide reasonable notice of material changes that may adversely affect Customer's use. Customer may terminate affected Services within thirty (30) days of notice if changes materially diminish functionality.

## 12. Warranties and Disclaimers

### 12.1 Limited Warranty

Guardian-X warrants that:

- (a) The Services will perform substantially in accordance with the Documentation during the subscription term
- (b) Professional Services will be performed in a professional and workmanlike manner
- (c) Guardian-X has the authority to enter into this Agreement and provide the Services

### 12.2 Warranty Remedy

If the Services fail to conform to the limited warranty, Guardian-X will, at its option: (a) correct the non-conformity, (b) provide a workaround, or (c) if correction is not commercially practicable, terminate the affected Services and refund prepaid fees for the unused portion.

### **12.3 Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.1, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- TITLE AND NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR COMPLETENESS
- ERROR-FREE OR UNINTERRUPTED OPERATION

### **12.4 Critical Emergency Services Disclaimer**

**GUARDIAN-X IS NOT A SUBSTITUTE FOR EMERGENCY SERVICES (911, POLICE, FIRE, MEDICAL).**

Customer acknowledges and agrees that:

**(a)** The Services are designed to supplement, NOT replace, existing emergency response procedures

**(b)** Customer remains solely responsible for: - Maintaining relationships with local emergency services - Training employees on emergency procedures - Ensuring appropriate response to Alerts - Calling 911 or equivalent emergency services when appropriate - Developing and maintaining comprehensive emergency response plans

**(c)** Guardian-X does NOT guarantee any particular outcome from use of the Services, including: - Prevention of harm, injury, or death - Successful emergency response - Timely delivery of all Alerts - Detection of all threats or emergencies

### **12.5 Message Delivery Disclaimer**

**GUARDIAN-X DOES NOT AND CANNOT GUARANTEE DELIVERY OF ALERTS OR COMMUNICATIONS.**

Customer acknowledges that electronic communications, including SMS, voice calls, push notifications, and emails, carry inherent risks:

**(a)** Messages may be delayed, undelivered, or incomplete due to factors beyond Guardian-X's control

**(b)** Final delivery depends on networks, carriers, devices, and infrastructure managed by third parties

**(c)** Customer should not rely solely on any single communication channel for critical alerts

**(d)** Guardian-X has no control over wireless carriers, ISPs, email providers, device manufacturers, or end-user device settings

**(e)** Carriers, aggregators, or government agencies may block or filter certain communications

**GUARDIAN-X STRONGLY ADVISES USING MULTIPLE NOTIFICATION CHANNELS FOR CRITICAL COMMUNICATIONS.**

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## **13. Limitation of Liability**

### **13.1 Exclusion of Consequential Damages**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, data, or business opportunities
- Cost of procurement of substitute services
- Punitive or exemplary damages
- Loss of goodwill or reputation

REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **13.2 Limitation of Liability Cap**

GUARDIAN-X'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF:

**(a)** The amounts paid by Customer to Guardian-X in the twelve (12) months preceding the claim, or

**(b)** One thousand dollars (\$1,000)

### **13.3 Critical Liability Exclusion**

**IN NO EVENT SHALL GUARDIAN-X HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM:**

- Failure of the Services to deliver an Alert or communication
- Delay in Alert delivery or receipt
- Customer's or User's failure to respond to an Alert
- Failure to prevent, detect, or respond to an emergency
- Any emergency event or its consequences

CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH EMERGENCY EVENTS AND ACKNOWLEDGES THAT GUARDIAN-X'S SERVICES ARE TOOLS TO ASSIST, NOT GUARANTEES OF SAFETY OR OUTCOME.

### **13.4 Exceptions**

The limitations in this Section 13 do not apply to:

- Customer's payment obligations
- Either party's indemnification obligations
- Breach of confidentiality obligations
- Violation of intellectual property rights
- Gross negligence, willful misconduct, or fraud

- Liability that cannot be limited by applicable law

### **13.5 Essential Basis of Bargain**

THE LIMITATIONS IN THIS SECTION REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL BASIS OF THE BARGAIN. THE SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS.

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## **14. Indemnification**

### **14.1 Guardian-X Indemnification**

Guardian-X shall defend Customer against third-party claims alleging that Customer's authorized use of the Services infringes such third party's intellectual property rights, and shall pay any final judgment or approved settlement. This obligation does not apply to claims arising from:

- Customer's modification of the Services
- Combination with non-Guardian-X products or services
- Customer's continued use after receiving notice to discontinue
- Use not in accordance with this Agreement or Documentation
- Third-Party Services or Customer Data

### **14.2 Customer Indemnification**

Customer shall defend, indemnify, and hold harmless Guardian-X and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from:

- Customer's use of the Services in violation of this Agreement
- Customer Data or content transmitted through the Services
- Customer's violation of applicable laws or regulations
- Alerts or communications sent by Customer or its Users
- Customer's failure to obtain required consents or authorizations
- Any emergency event and Customer's response thereto

### **14.3 Indemnification Procedures**

The indemnified party shall: (a) provide prompt written notice, (b) grant sole control of defense and settlement, and (c) provide reasonable cooperation. The indemnifying party shall not settle in a manner that admits fault or imposes obligations without consent.

### **14.4 Infringement Remedies**

If the Services become subject to an infringement claim, Guardian-X may, at its option: (a) procure the right to continue use, (b) modify the Services to be non-infringing, (c) replace with functionally equivalent services, or (d) if commercially impracticable, terminate and refund prepaid fees for unused periods.

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## **15. Confidentiality**

### **15.1 Definition**

“Confidential Information” means any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Guardian-X’s Confidential Information includes the Services, pricing, security architecture, and product roadmaps. Customer’s Confidential Information includes Customer Data.

### **15.2 Obligations**

Each party agrees to:

- Hold the other’s Confidential Information in strict confidence
- Use Confidential Information only for purposes of this Agreement
- Protect Confidential Information with at least the same degree of care used for its own confidential information (but no less than reasonable care)
- Limit disclosure to employees and contractors with a need to know who are bound by confidentiality obligations

### **15.3 Exclusions**

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving party
- Was rightfully known prior to disclosure
- Is independently developed without use of Confidential Information
- Is rightfully obtained from a third party without restriction
- Is required to be disclosed by law (with notice and opportunity to seek protective order)

### **15.4 Survival**

Confidentiality obligations survive termination of this Agreement for five (5) years, or indefinitely for trade secrets.

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## **16. Term and Termination**

### **16.1 Term**

This Agreement commences on the Effective Date and continues until all subscriptions expire or are terminated.

## 16.2 Termination for Convenience

Either party may terminate with thirty (30) days' written notice. No refunds will be provided for unused subscription periods except as required by law.

## 16.3 Termination for Cause

Either party may terminate immediately upon written notice if the other party:

- (a) Materially breaches this Agreement and fails to cure within thirty (30) days of written notice
- (b) Becomes insolvent, files for bankruptcy, or ceases operations
- (c) Fails to pay undisputed amounts within sixty (60) days of due date

## 16.4 Effect of Termination

Upon termination:

- Customer's access to the Services will be discontinued
  - Customer shall cease all use of the Services and return or destroy Confidential Information
  - Customer may request data export within thirty (30) days
  - Guardian-X will delete Customer Data within ninety (90) days unless retention is legally required
  - Accrued payment obligations survive termination
  - Sections that by their nature should survive will survive (including Sections 6, 9, 12-15, and 17)
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## 17. General Provisions

### 18.1 Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 18.2 Dispute Resolution

**(a) Informal Resolution:** Before initiating formal proceedings, the parties shall attempt to resolve disputes through good-faith negotiation for at least thirty (30) days.

**(b) Arbitration:** Any dispute not resolved informally shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association in Fairfax County, Virginia.

**(c) Injunctive Relief:** Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property rights or prevent breach of confidentiality obligations.

**(d) Jury Waiver:** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING UNDER THIS AGREEMENT.

### **18.3 Export Controls**

Customer shall comply with all applicable U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and sanctions administered by the Office of Foreign Assets Control (OFAC). Customer represents that it is not:

- Located in, or a national of, a U.S.-embargoed country
- On any U.S. government restricted party list
- Engaged in activities prohibited by U.S. export control laws

Customer shall not export, re-export, or transfer the Services to prohibited destinations, parties, or end uses without appropriate government authorization.

### **18.4 Anti-Corruption**

Each party represents and warrants that it has not and will not offer, promise, or give any bribe, kickback, or improper payment to any government official, political party, or private person in connection with this Agreement. Each party shall comply with the U.S. Foreign Corrupt Practices Act (FCPA), UK Bribery Act 2010, and other applicable anti-corruption laws.

### **18.5 Government Users**

If Customer is a U.S. government entity:

**(a)** The Services constitute “commercial computer software” and “commercial computer software documentation” as defined in FAR 48 C.F.R. §2.101 and DFARS 48 C.F.R. §252.227-7014

**(b)** The Services are provided with the same rights as granted to non-government customers

**(c)** Any provisions inconsistent with federal procurement law are modified only to the extent necessary for compliance

**(d)** Use, duplication, or disclosure is subject to restrictions in FAR 52.227-19 and DFARS 227.7202

### **18.6 Entire Agreement**

This Agreement, together with the Privacy Policy, Data Processing Addendum, and any Orders, constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, and communications. Conflicting terms in purchase orders or other documents are void.

### **18.7 Amendments**

Guardian-X may modify these Terms at any time. Material changes will be communicated with at least thirty (30) days’ notice via email or through the Services. Continued use after changes take effect constitutes acceptance. If Customer objects to material changes, Customer may terminate affected Services within thirty (30) days and receive a pro-rata refund.

### **18.8 Severability**

If any provision is found unenforceable, the remaining provisions continue in effect. The unenforceable provision shall be modified to the minimum extent necessary to be enforceable while

preserving the parties' intent.

### **18.9 Waiver**

No waiver of any provision shall be deemed a waiver of any other provision or a continuing waiver. Waivers must be in writing and signed by the waiving party.

### **18.10 Assignment**

Customer may not assign this Agreement without Guardian-X's prior written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets (provided the assignee agrees to these Terms). Guardian-X may assign this Agreement to an Affiliate or successor. Any prohibited assignment is void.

### **18.11 Force Majeure**

Neither party is liable for delays or failures due to causes beyond reasonable control, including natural disasters, acts of government, terrorism, labor disputes, infrastructure failures, denial-of-service attacks, or pandemic. This exception does not apply to payment obligations.

### **18.12 Notices**

Notices under these Terms shall be in writing and delivered to the addresses on file:

- **To Guardian-X:** legal@guardianxi.com or by mail to the address on guardianxi.com
- **To Customer:** The billing or administrative email on file

Notices are effective upon receipt (email: upon confirmed delivery; mail: three business days after mailing).

### **18.13 Publicity**

Customer grants Guardian-X permission to use Customer's name and logo in customer lists and marketing materials, subject to Customer's standard trademark usage guidelines. Customer may revoke this permission with written notice.

### **18.14 Independent Contractors**

The parties are independent contractors. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship.

### **18.15 No Third-Party Beneficiaries**

This Agreement does not create any rights for third parties. Only the parties may enforce these Terms.

### 18.16 Counterparts

This Agreement may be executed in counterparts, including electronic signatures, each of which is an original.

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### 18. Contact Information

For questions about these Terms, please contact:

**Guardian-X Inc.** A Virginia Corporation

- **Legal:** legal@guardianxi.com
- **Support:** support@guardianxi.com
- **Security:** security@guardianxi.com
- **Privacy:** privacy@guardianxi.com

Website: <https://guardianxi.com>

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**BY USING THE GUARDIAN-X SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**

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