

Pathix End User License Agreement

Version 1.1 · Effective 2026-07-28 Licensor: Pathix L.L.C., a Maryland limited liability company

This End User License Agreement ("Agreement") governs Customer's deployment and use of the Pathix software platform. Commercial terms (price, license band, term, renewal) are set out in the Order Form executed by Customer and Licensor and incorporated by reference. In the event of conflict between this Agreement and an Order Form, the Order Form controls.

1. Acceptance and parties

This Agreement is between **Pathix L.L.C.** ("*Licensor*") and the entity identified as "Customer" on the Order Form ("*Customer*"). Customer accepts this Agreement by either (a) execution of an Order Form that references this Agreement, or (b) deployment, access, or use of the Software. The individual accepting this Agreement on behalf of Customer represents that they are authorized to bind Customer.

2. Definitions

- "**Software**" means the Pathix container image(s), including the in-product Model Context Protocol ("MCP") server, associated tooling, license-issuance utilities, and any updates or new versions Licensor makes available to Customer.
- "**Documentation**" means the user and administrator documentation Licensor publishes for the Software.
- "**Output**" means scan results, dependency and security graph data, findings and other signals (including hotspots, change records, and observations), severity, salience, and confidence indicators, migration plans and sequences, AI-generated narration, and any other analytical output produced by the Software in Customer's deployment, however consumed (user interface, exports, or the MCP server).
- "**AI Features**" means the optional features of the Software that use a third-party AI provider key supplied by Customer (see §6).
- "**Order Form**" means the commercial document specifying Band, fees, term, and renewal mechanics, executed by Customer and Licensor.
- "**Band**" means the licensing tier specified in the Order Form, based on the active-user measure defined in the Order Form.
- "**Customer Environment**" means Customer's Microsoft Azure subscription and Microsoft Dynamics 365 / Dataverse tenant into which the Software is deployed.

3. License grant

Subject to the terms of this Agreement and Customer's payment of fees, Licensor grants Customer a **non-exclusive, non-transferable, non-sublicensable license**, for the term specified in the Order Form, to deploy and use the Software **within Customer's own Azure subscription**, bound to Customer's identified Microsoft Entra tenant, for Customer's internal business operations, at the Band specified in the Order Form, across unlimited Dataverse environments within that tenant.

4. License restrictions

Customer shall not:

- redistribute, resell, sublicense, rent, lease, host, or operate the Software for any third party;
- reverse engineer, decompile, or disassemble the Software itself, except to the extent such right cannot be excluded by applicable law;
- remove or alter Licensor's proprietary notices or branding;
- use the Software outside of the Band or tenant specified in the Order Form;
- use the Software, or any portion of it, to develop a competing product or service.

For the avoidance of doubt: this §4 restricts reverse engineering of the **Software** (Pathix itself). Section 6.2 separately governs Customer's election to use the Software to decompile third-party plugin assemblies residing in the Customer Environment.

5. Delivery, deployment, and Customer responsibilities

The Software is delivered as a container image that Customer deploys into the Customer Environment per the Documentation. **Customer is solely responsible for:** its Azure subscription and infrastructure; access controls and identity management within the Customer Environment; backups, monitoring, and operational continuity of the deployment; and the security and configuration of the Customer Environment. **Licensor does not operate, host, or have standing remote access to Customer's deployment.** Support is provided per §15.

6. AI features

6.1 Bring-your-own-key (BYOK); optional by design

AI Features are **optional**. The Software's core functionality operates with no AI Features enabled. When Customer chooses to enable AI Features, Customer supplies its own AI provider key (Azure OpenAI, OpenAI, or Anthropic). Prompts and responses flow between the Customer Environment and the AI provider Customer selects, under **Customer's own agreement with that provider**. Licensor does not proxy, resell, or receive these communications, and is not a party to Customer's relationship with the AI provider. Customer

is responsible for the configuration of its chosen AI provider, including any data-retention and model-training settings applicable to the content the Software transmits to it.

6.2 Plugin-decompilation representation and indemnity

One optional AI Feature decompiles plugin assemblies in the Customer Environment, including third-party and ISV-shipped assemblies, to generate behavioral summaries. This feature is **off by default** and is enabled only by Customer's affirmative, per-environment opt-in. Customer controls which assemblies are within the decompilation scope. The decompilation executes within the Customer Environment, at Customer's initiation, using Customer's own AI provider key, and the decompiled form of each in-scope assembly is transmitted to Customer's chosen AI provider for analysis under Customer's own agreement with that provider. **Licensor does not receive the assemblies or their decompiled form, and Licensor does not determine, and is not responsible for determining, whether Customer holds the right to decompile or to disclose any assembly.** The selection of assemblies within the decompilation scope is solely Customer's.

Customer represents and warrants that, for any assembly Customer includes in the decompilation scope, Customer has the right (a) to decompile that assembly and (b) to transmit its decompiled form to Customer's chosen AI provider for analysis, in each case under all applicable agreements, including any third-party or ISV license terms governing that assembly. Customer is solely responsible for the assemblies within the decompilation scope, including affirmatively selecting which assemblies to include and excluding any that Customer is not permitted to decompile or to disclose.

Customer shall indemnify, defend, and hold harmless Licensor and its members, officers, employees, and agents from and against any third-party claim, demand, action, loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or relating to Customer's selection of any assembly for decompilation that Customer was not permitted to decompile or to disclose, including any claim that such decompilation or disclosure breached a third party's agreement or constituted tortious interference with a third party's contractual relations. Licensor shall promptly notify Customer of any such claim and reasonably cooperate in the defense; Customer shall control the defense, provided that Customer shall not settle any such claim in a manner that imposes any obligation on Licensor without Licensor's prior written consent.

This indemnity is not subject to the limitation of liability in §10, and it survives termination of this Agreement.

7. Data handling

Licensor's data-handling commitments are set out in the Pathix Privacy & Data-Handling Commitment, as published by Licensor and provided to Customer with the Documentation, which is incorporated into this Agreement by reference. In summary: the Software processes metadata about the Customer Environment, not Customer's business record data; all Output is stored in the Customer Environment; Licensor does not receive Customer data. Customer remains the controller of any personal data that resides within the Customer Environment, including the administrative principal identifiers the Software stores within Customer's own database to model the security graph.

8. Fees, payment, and Band

Fees, Band, payment terms, and renewal mechanics are specified in the Order Form. The Band is based on the count of active users within Customer's tenant, as defined in the Order Form. Environments are unlimited within the licensed tenant. Fees are invoiced annually in advance unless the Order Form provides otherwise. Late payments accrue interest at the lower of 1.0% per month or the maximum rate permitted by law.

Upon Licensor's written request, not more than once in any twelve (12) month period, Customer will provide a good-faith written confirmation of its active-user count for Band verification. This confirmation is records-based only; Licensor has no remote access to the Customer Environment and does not audit it.

9. Term, termination, and license lapse

The term and renewal mechanics are specified in the Order Form. Either party may terminate this Agreement for the other party's material breach upon thirty (30) days' written notice if the breach is not cured within that period. Licensor may terminate immediately upon written notice in the event of (a) Customer's nonpayment that remains uncured for thirty (30) days after notice, (b) Customer's breach of §4 (License restrictions), or (c) Customer's breach of §6.2 (Plugin-decompilation representation).

Soft-degrade on license lapse. On expiration of the licensed term without renewal, or upon termination of this Agreement, the Software soft-degrades: **the Software blocks new scans and disables the Pathix MCP server, but does not delete, lock, or gate Customer's access to data already scanned.** That data resides in the Customer Environment and remains Customer's. The Software does not hard-brick.

Survival. Sections 4 (License restrictions, to the extent of past use), 6.2 (Plugin-decompilation indemnity), 7 (Data handling, for data already processed), 9 (this section), 10 (Limitation of liability), 11 (Advisory tool / no reliance), 12 (Warranties and disclaimers), 13 (Intellectual property), 14 (Confidentiality), 16 (Governing law and venue), and 17 (General) survive termination.

10. Limitation of liability

Exclusion of indirect damages. To the maximum extent permitted by law, **neither party shall be liable** to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any lost profits, lost revenue, lost data, or business interruption, arising out of or relating to this Agreement, even if advised of the possibility of such damages.

Aggregate liability cap. To the maximum extent permitted by law, **Licensor's total aggregate liability** under this Agreement, for any cause of action of any kind, **shall not exceed the fees actually paid by Customer to Licensor under the Order Form during the twelve (12) months immediately preceding the event giving rise to the claim** (or, if the claim arises before twelve months of fees have been paid, the fees paid up to that date).

Carve-outs. The exclusions and cap in this §10 **do not apply to:** (a) Customer's indemnification obligations under §6.2 (which are uncapped); (b) either party's breach of §14 (Confidentiality); (c) either party's willful

misconduct or gross negligence; (d) Customer's unpaid fees properly owing to Licensor under the Order Form; or (e) any liability that cannot, as a matter of law, be excluded or limited.

11. Advisory tool; no reliance

The Software produces **analytical and advisory Output only**. Output (including findings, dependency edges, security reports, and any AI-generated narration) may be incomplete, inaccurate, or out of date, and is **not** a recommendation by Licensor to take or refrain from any action. **Customer is solely responsible for independently verifying any Output before acting on it**, particularly before making any change to a production environment, modifying any security role assignment, or deleting any component. AI-generated narration and AI-derived items are surfaced as candidates with supporting evidence, not as established facts. **Licensor is not liable for any action Customer takes, or omits, in reliance on the Output.**

Output includes prioritization and confidence signals, including severity ratings, salience scores, hotspot rankings, and confidence tiers. These signals direct attention; they are not risk assessments or safety determinations. In particular, a low salience score is not a determination that a field or component is safe, and the absence of a finding is not a determination that no issue exists. Scan coverage is bounded by what the Software can observe and parse in the Customer Environment, and Output reflects only the surfaces the Software was able to scan.

The obligations in this §11 apply however Output is consumed: through the Software's user interface, through exports, or by Customer's own AI agents, scripts, or orchestration consuming Output through the Software's MCP server or API. An action taken by an automated agent acting on Customer's behalf in reliance on Output is an action of Customer for purposes of this §11, and Customer is responsible for the configuration and supervision of any such agent.

12. Warranties and disclaimers

The Software is provided "**AS IS**" and "**AS AVAILABLE**." To the maximum extent permitted by law, Licensor disclaims all warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. Licensor does not warrant that the Software will be uninterrupted, error-free, or that any defect will be corrected.

Each party represents to the other that (a) it has full power and authority to enter into this Agreement, and (b) its performance of this Agreement does not conflict with any other agreement to which it is a party.

13. Intellectual property

Licensor IP. Licensor retains all right, title, and interest in and to the Software, the Documentation, all updates and new versions thereof, and all underlying intellectual property, including all copyrights, trademarks (including the "Pathix" mark and related marks), patents, trade secrets, and know-how. No rights are granted to Customer in Licensor's intellectual property except the limited license expressly set forth in §3.

Customer Output. As between the parties, Customer owns the Output produced by the Software in Customer's deployment. Customer grants Licensor a limited, non-exclusive, royalty-free license to use, reproduce, and analyze Output **only to the extent Customer voluntarily provides Output to Licensor for support, diagnostics, or product improvement purposes** (e.g., a diagnostics bundle sent to help@pathix.app). Licensor obtains no rights in Output that Customer does not voluntarily provide.

Third-party components. The Software includes third-party and open-source software components licensed under their own terms. A Software Bill of Materials identifying these components ships with each release and is available on request. Nothing in this Agreement limits any rights Customer has in those components under their applicable open-source licenses.

Feedback. Customer may, but is not obligated to, provide feedback, suggestions, or ideas about the Software. Licensor may use such feedback for any purpose, without restriction or attribution requirement, and Customer grants Licensor a perpetual, worldwide, royalty-free license to do so.

14. Confidentiality

Each party ("*Receiving Party*") shall keep confidential all non-public information disclosed by the other party ("*Disclosing Party*") in connection with this Agreement that is marked or reasonably identifiable as confidential ("*Confidential Information*"), and shall use such information only to perform under or exercise rights under this Agreement. Confidential Information does not include information that is (a) publicly available without breach of this §14, (b) independently developed by the Receiving Party, (c) rightfully obtained from a third party without restriction, or (d) required to be disclosed by law or legal process (provided that the Receiving Party gives the Disclosing Party prompt notice and a reasonable opportunity to seek a protective order).

This obligation survives termination of this Agreement for three (3) years, except that Confidential Information that constitutes a trade secret remains confidential for so long as it qualifies as a trade secret under applicable law.

15. Support

Licensor will use commercially reasonable efforts to respond to support requests sent to help@pathix.app during U.S. business hours (Monday–Friday, excluding U.S. federal holidays). Licensor does not commit to a specific response time. Support consists of e-mail-based assistance and the issuance of new versions of the Software through Licensor's standard release channel. Licensor may publish a more detailed support policy from time to time; the version in effect at the start of Customer's then-current term shall apply.

16. Governing law and venue

This Agreement is governed by the laws of the **State of Maryland, USA**, without regard to its conflict-of-laws rules. The parties consent to the **exclusive jurisdiction and venue of the state and federal courts located in**

Maryland, and waive any objection to such jurisdiction or venue on grounds of inconvenient forum or otherwise.

The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

17. General

- **Independent contractors.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, employment, or agency relationship between them.
 - **Entire agreement.** This Agreement, together with the Order Form and the documents it incorporates by reference (including the Pathix Privacy & Data-Handling Commitment), is the entire agreement between the parties on its subject matter and supersedes any prior discussions, proposals, or agreements (written or oral).
 - **Order of precedence.** In the event of conflict, the Order Form controls over this Agreement, and this Agreement controls over the Privacy & Data-Handling Commitment.
 - **Amendment.** Amendments to this Agreement must be in writing and signed by an authorized representative of both parties. An updated Order Form executed by both parties may amend specific commercial terms.
 - **Severability.** If any provision is held unenforceable, the remainder of this Agreement continues in full force.
 - **Waiver.** A party's failure to enforce any right under this Agreement is not a waiver of that right.
 - **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to a successor entity in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets. Any attempted assignment in violation of this section is void.
 - **Notices.** Notices to Licensor: brian@pathix.app (with a copy to info@pathix.app). Notices to Customer: the email address specified on the Order Form. Either party may update its notice address by written notice to the other.
 - **Force majeure.** Neither party is liable for failure to perform due to causes beyond its reasonable control, including natural disasters, acts of war or terrorism, civil disturbances, labor disputes, government action, internet or telecommunications outages, or third-party service provider failures.
 - **Export compliance.** Customer represents that it will comply with all applicable U.S. export-control laws and regulations in its use of the Software.
 - **No third-party beneficiaries.** This Agreement is for the benefit of the parties only; no third party has rights under it.
 - **Counterparts; electronic signature.** This Agreement (and any Order Form) may be executed in counterparts, including by electronic signature, each of which is an original and all of which together are one instrument.
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Agreed and accepted:

PATHIX L.L.C. (Licensor)

By: _____ Name: Brian Kraemer Title: Member and Manager Date:

[CUSTOMER LEGAL NAME] (Customer)

By: _____ Name: _____ Title: _____ Date:
