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KORROSIV SECURITY FRAMEWORK v3.1

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**KORROSIV.AI**

> End User Subscription Agreement\_

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|-----------------|----------------------------|
| COUNTERPARTY:   | SALTT Technologies Pty Ltd |
| EFFECTIVE DATE: | Upon Acceptance            |
| VERSION:        | 1.0                        |
| CLASS:          | LEGAL / BINDING            |

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**[!] IMPORTANT --- PLEASE READ CAREFULLY**

This End User Subscription Agreement ("Agreement") is a legally binding contract between your organisation and SALTT Technologies Pty Ltd ("SALTT Technologies") governing your access to and use of the Korrosiv.AI platform. By clicking "Accept," creating an account, or otherwise accessing the Service, you confirm that you have authority to bind your organisation and that your organisation agrees to all terms herein.

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# 1. Definitions

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

| TERM                                | DEFINITION   |
|-------------------------------------|--|
| <b>Agreement</b>                    | This End User Subscription Agreement, including all Order Forms, schedules, and any written amendments executed by both parties.   |
| <b>Authorised Users</b>             | Employees, contractors, or agents of the Subscriber who are authorised to access and use the Service under this Agreement.   |
| <b>Customer Data</b>                | Any data, content, or information submitted by Subscriber or its Authorised Users through the Service.   |
| <b>Documentation</b>                | User manuals, technical specifications, and other materials made available by SALTT Technologies relating to the Service.  |
| <b>Effective Date</b>               | The date on which Subscriber first accepts this Agreement or executes an Order Form, whichever is earlier.   |
| <b>Fees</b>                         | The subscription fees and any other amounts payable by Subscriber as set out in an Order Form or as otherwise agreed in writing.   |
| <b>Intellectual Property Rights</b> | All patents, trade marks, service marks, copyright, design rights, database rights, confidential information, trade secrets, and all other intellectual property rights, whether registered or unregistered. |
| <b>Order Form</b>                   | A written order document executed by both parties that specifies the Subscription Tier, number of Authorised Users, Term, and applicable Fees.   |
| <b>Service</b>                      | The Korrosiv.AI AI-native penetration testing platform, including all associated software, APIs, dashboards, reports, and features made available by SALTT Technologies to Subscriber under this Agreement.  |
| <b>Subscriber / You</b>             | The legal entity that has accepted this Agreement or executed an Order Form.   |
| <b>Subscription Tier</b>            | The pricing and feature level selected by Subscriber as specified in an Order Form.  |

| TERM        | DEFINITION  |
|-------------|---|
| <b>Term</b> | The subscription period specified in the relevant Order Form, commencing on the Effective Date. |

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## 2. Grant of Access and Licence

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### > 2.1 Licence Grant

Subject to Subscriber's full compliance with this Agreement and timely payment of all applicable Fees, SALTT Technologies grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable licence during the Term to access and use the Service solely for Subscriber's internal security testing and assessment purposes, in accordance with the Documentation and the applicable Subscription Tier.

### > 2.2 Authorised Users

Subscriber may permit Authorised Users to access and use the Service up to the number of user seats specified in the applicable Order Form. Subscriber is responsible for ensuring that Authorised Users comply with all terms of this Agreement and shall be liable for any breach of this Agreement by an Authorised User.

### > 2.3 Restrictions

Subscriber must not, and must ensure that Authorised Users do not:

- > Use the Service to conduct penetration testing, scanning, or other security assessments against any systems, networks, or infrastructure that Subscriber does not own or for which Subscriber does not have explicit, documented written authorisation from the system owner;
- > Use the Service for any unlawful, harmful, fraudulent, deceptive, or malicious purpose;
- > Sublicence, sell, resell, transfer, assign, or otherwise make the Service available to third parties except as expressly permitted herein;
- > Reverse engineer, decompile, disassemble, or attempt to derive source code from the Service;
- > Modify, adapt, translate, or create derivative works based on the Service;
- > Remove, obscure, or alter any proprietary notices or labels on the Service;
- > Use the Service to develop a competing product or service;
- > Use automated means to access the Service in a manner that exceeds reasonable use, circumvents technical limitations, or places undue load on SALTT Technologies' infrastructure;
- > Access the Service using credentials belonging to another person or share access credentials across multiple individuals.

## > 2.4 Service Suspension

SALTT Technologies may temporarily suspend Subscriber's and any Authorised User's access to the Service if SALTT Technologies reasonably determines that: (a) there is a credible threat or active attack on the Service or its infrastructure; (b) Subscriber's or any Authorised User's use of the Service disrupts or poses a security risk to the Service or to any other customer; (c) Subscriber or any Authorised User is using the Service for fraudulent, unlawful, or unauthorised testing activities; (d) Subscriber has become insolvent or subject to insolvency proceedings; (e) provision of the Service to Subscriber is prohibited by applicable law; or (f) Subscriber's account is more than ten (10) calendar days past due on any undisputed amount. SALTT Technologies will use commercially reasonable efforts to provide written notice before or promptly after any suspension and to restore access as soon as the triggering issue is resolved. SALTT Technologies will have no liability for any losses arising from a suspension carried out in accordance with this clause.

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## 3. Authorised Testing and Responsible Use

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### > 3.1 Subscriber Responsibility for Scope

Subscriber acknowledges that the Service is an offensive security tool capable of discovering and exploiting vulnerabilities. Subscriber is solely responsible for ensuring that all penetration testing activities conducted using the Service are:

- > Limited strictly to systems, networks, and applications owned by Subscriber or for which Subscriber holds valid, written, third-party authorisation;
- > Conducted in accordance with applicable laws and regulations, including but not limited to the Australian Criminal Code Act 1995 (Cth), relevant state cybercrime legislation, the Computer Fraud and Abuse Act (if operating in the United States), and all other applicable jurisdictional laws;
- > Within the scope defined in a written Rules of Engagement or equivalent scoping document prior to initiating any test.

#### // 3.1.1 Respond as Real Penetration

Subscriber is responsible for the protection and backup of data and systems used in connection with the Service. If activity generated by the Service is detected in Subscriber's systems or any system monitoring Subscriber's environment, Subscriber must respond as though a real security penetration has occurred, including activating any relevant incident response procedures, until it has been determined that the activity originated from an authorised use of the Service. Subscriber acknowledges that SALTT Technologies authorises the conduct of testing on Subscriber's behalf at Subscriber's request and direction and strictly within the scope defined by Subscriber.

### > 3.2 No Warranty of Legality

SALTT Technologies does not warrant that use of the Service is permitted in any particular jurisdiction or against any particular target. Subscriber is solely responsible for obtaining all necessary consents, authorisations, and regulatory approvals before conducting any testing activities.

### > 3.3 Prohibited Targets

#### [!] PROHIBITED TARGETS

Without limiting Section 3.1, Subscriber must never use the Service to test or attack critical national infrastructure, government systems (unless Subscriber holds appropriate government authorisation), healthcare systems, or any systems of parties who have not provided express written consent.

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## 4. Subscription Fees and Payment

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### > 4.1 Fees

Subscriber agrees to pay SALTT Technologies the Fees set out in the applicable Order Form in accordance with the payment terms specified therein. All Fees are quoted in Australian Dollars (AUD) unless otherwise specified and are exclusive of applicable taxes.

### > 4.2 Invoicing and Payment Terms

Unless otherwise stated in an Order Form, SALTT Technologies will invoice Subscriber in advance for each subscription period. Payment is due within thirty (30) days of the invoice date. Fees are non-refundable except as expressly stated in this Agreement or required by law.

### > 4.3 Taxes

Subscriber is responsible for all taxes, duties, and similar charges applicable to the subscription and use of the Service, including GST (Goods and Services Tax) as applicable under Australian law. If SALTT Technologies is required to collect taxes, those amounts will be added to the applicable invoice.

### > 4.4 Late Payment

If Subscriber fails to pay any undisputed amounts by the due date, SALTT Technologies may: (a) charge interest on overdue amounts at the rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower), compounding monthly; and/or (b) suspend access to the Service after providing written notice of non-payment and a five (5) business day cure period.

### > 4.5 Subscription Changes

Subscriber may upgrade its Subscription Tier at any time with immediate effect. Downgrade requests will take effect at the commencement of the next billing period. SALTT Technologies reserves the right to adjust Fees upon renewal with at least sixty (60) days' written notice to Subscriber.

## > 4.6 Overages

If Subscriber exceeds any Authorised User seat count or usage limits specified in an Order Form, SALTT Technologies may invoice Subscriber for such excess usage at the overage rates set out in the applicable Order Form (or, if no overage rates are specified, at SALTT Technologies' then-current standard rates for such excess), calculated on a pro-rata basis from the first date of excess usage through the end of the then-current subscription period. Where excess usage recurs, the applicable Renewal Term Order Form will reflect the additional fees for such increased Authorised User count or usage level.

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## 5. Intellectual Property Rights

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### > 5.1 SALTT Technologies IP

As between the parties, SALTT Technologies retains all Intellectual Property Rights in and to the Service, Documentation, underlying software, algorithms, AI models, and all other materials developed or provided by SALTT Technologies. No rights are granted to Subscriber except as expressly set out in this Agreement.

### > 5.2 Customer Data

Subscriber retains all right, title, and interest in and to Customer Data. Subscriber grants SALTT Technologies a limited, non-exclusive licence to process, store, and use Customer Data solely as necessary to provide the Service and fulfil its obligations under this Agreement.

### > 5.3 Feedback

If Subscriber provides SALTT Technologies with any suggestions, feedback, or ideas regarding the Service ("Feedback"), Subscriber grants SALTT Technologies a perpetual, irrevocable, royalty-free, worldwide licence to use such Feedback for any purpose, including improving the Service, without any obligation of confidentiality or compensation.

### > 5.4 Aggregated Data

SALTT Technologies may collect, use, and analyse de-identified, aggregated data derived from Subscriber's use of the Service (including usage patterns and performance metrics) to improve and develop the Service, provided that such data does not identify Subscriber or its Authorised Users.

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## 6. Confidentiality

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### > 6.1 Obligations

Each party ("Receiving Party") agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without prior written consent; and (c) use Confidential Information solely to exercise rights or perform obligations under this Agreement. "Confidential Information" means any information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

### > 6.2 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known to the Receiving Party before disclosure; (c) is lawfully obtained from a third party without restriction; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt written notice and cooperates to seek a protective order.

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## 7. Data Privacy and Security

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### > 7.1 Data Processing

SALTT Technologies will process Customer Data only as necessary to provide the Service. To the extent applicable, the parties agree to comply with their respective obligations under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), and any other applicable privacy and data protection laws.

### > 7.2 Security Measures

SALTT Technologies will implement and maintain reasonable technical and organisational security measures designed to protect Customer Data against unauthorised access, disclosure, alteration, or destruction. These measures will be appropriate to the nature and sensitivity of Customer Data processed.

### > 7.3 Data Breach

SALTT Technologies will notify Subscriber without undue delay upon becoming aware of a confirmed data breach involving Customer Data that is likely to result in a risk to the rights and freedoms of individuals, in accordance with applicable notifiable data breach obligations.

### > 7.4 Data Retention and Deletion

Upon termination or expiry of this Agreement, SALTT Technologies will, within thirty (30) days and upon written request from Subscriber, either delete or return Customer Data, subject to any legal obligations to retain such data.

### > 7.5 No Sensitive Data

Subscriber acknowledges and agrees that: (a) the Service is not designed or intended to store, process, or transmit Sensitive Data; and (b) Subscriber will not use the Service to store Sensitive Data and will not submit, post, or otherwise transmit any Customer Data that includes or constitutes Sensitive Data. "Sensitive Data" means: (i) protected health information as defined under applicable health privacy laws; (ii) payment card or financial account information, including bank account numbers or other personally identifiable financial information; (iii) government-issued identification numbers (including tax file numbers, social security numbers, passport or driver's licence numbers); (iv) biometric data; or (v) any other category of information subject to heightened protection under applicable laws or regulations except in the instance of test credentials and instructions provided to and utilised by the Service.

## > 7.6 Open Source Components

Certain components of the Service may incorporate open source software (“Open Source Components”). To the extent required by the licences applicable to those Open Source Components: (a) SALTT Technologies will use reasonable efforts to deliver any required notices or materials (including source code where required); and (b) the terms of such licences will apply to those Open Source Components in lieu of the terms of this Agreement where they conflict. Open Source Components are provided without additional warranty by SALTT Technologies beyond what is required by the applicable open source licence.

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## 8. Warranties and Disclaimers

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### > 8.1 SALTT Technologies Warranties

SALTT Technologies warrants that: (a) it has the right to grant the licences in this Agreement; (b) the Service will perform materially in accordance with the Documentation during the Term; and (c) SALTT Technologies will use commercially reasonable efforts to maintain the availability of the Service, subject to planned and emergency maintenance.

### > 8.2 Subscriber Warranties

Subscriber warrants that: (a) it has full authority to enter into and be bound by this Agreement; (b) it will use the Service only for lawful purposes and in compliance with all applicable laws; and (c) all testing activities conducted using the Service are within the authorised scope as described in Section 3.

### > 8.3 Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY STATED IN SECTION 8.1, SALTT TECHNOLOGIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SALTT TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VULNERABILITIES, OR THAT ALL SECURITY ISSUES IN SUBSCRIBER'S SYSTEMS WILL BE DETECTED.

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## 9. Limitation of Liability

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### > 9.1 Exclusion of Consequential Loss

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

### > 9.2 Cap on Liability

SALTT TECHNOLOGIES' AGGREGATE LIABILITY TO SUBSCRIBER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY SUBSCRIBER TO SALTT TECHNOLOGIES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### > 9.3 Essential Terms

The parties acknowledge that the limitations in this Section 9 reflect a fair allocation of risk and form an essential basis of the bargain between the parties. Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law, including non-excludable guarantees under the Australian Consumer Law.

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## 10. Indemnification

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### > 10.1 Subscriber Indemnity

Subscriber will indemnify, defend, and hold harmless SALTT Technologies and its officers, directors, employees, and agents from and against any claims, damages, losses, fines, penalties, and costs (including reasonable legal fees) arising from: (a) Subscriber's or its Authorised Users' breach of this Agreement; (b) use of the Service against any unauthorised target; (c) violation of any applicable law or regulation; or (d) any third-party claims arising from Subscriber's use of the Service.

### > 10.2 SALTT Technologies Indemnity

SALTT Technologies will defend Subscriber against third-party claims alleging that the Service, as provided and used in accordance with this Agreement, infringes any Australian or international patent, copyright, or trade mark. SALTT Technologies' obligations under this clause are conditional upon Subscriber promptly notifying SALTT Technologies of any claim, granting SALTT Technologies sole control of the defence, and cooperating reasonably.

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## 11. Term and Termination

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### > 11.1 Term

This Agreement commences on the Effective Date and continues for the Initial Term specified in the Order Form. Unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term, the Agreement will automatically renew for successive periods equal to the Initial Term.

### > 11.2 Termination for Convenience

SALTT Technologies may terminate this Agreement at any time by providing sixty (60) days' prior written notice to Subscriber. In the event of termination for convenience by SALTT Technologies, SALTT Technologies will provide Subscriber with a pro-rata refund of any pre-paid Fees covering the unused portion of the then-current subscription period. Subscriber may not terminate for convenience during a committed subscription period unless otherwise agreed in an Order Form.

### > 11.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice; (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to insolvency proceedings that are not dismissed within sixty (60) days; or (c) commits fraud or wilful misconduct.

### > 11.4 Effect of Termination

Upon termination or expiry of this Agreement: (a) all licences granted herein immediately terminate; (b) Subscriber must cease all use of the Service and destroy or return any SALTT Technologies Confidential Information in its possession; (c) SALTT Technologies will handle Customer Data in accordance with Section 7.4; and (d) all accrued and unpaid Fees become immediately due and payable.

### > 11.5 Survival

Sections 5 (Intellectual Property), 6 (Confidentiality), 7 (Data Privacy), 9 (Limitation of Liability), 10 (Indemnification), 11.4 (Effect of Termination), and 12 (General) survive termination or expiry of this Agreement.

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## 12. General Provisions

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### > 12.1 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

### > 12.2 Entire Agreement

This Agreement (including all Order Forms) constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior and contemporaneous agreements, representations, and understandings. In the event of conflict, the Order Form prevails over this Agreement.

### > 12.3 Amendments

SALTT Technologies may update this Agreement from time to time. Material changes will be communicated to Subscriber with at least thirty (30) days' written notice. Continued use of the Service after the effective date of any amendment constitutes acceptance of the updated terms.

### > 12.4 Assignment

Subscriber may not assign or transfer this Agreement or any rights or obligations hereunder without SALTT Technologies' prior written consent. SALTT Technologies may assign this Agreement in connection with a merger, acquisition, corporate restructure, or sale of all or substantially all of its assets. Any unauthorised assignment is void.

### > 12.5 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force. The invalid provision will be modified to the minimum extent necessary to make it enforceable, preserving the original intent of the parties.

### > 12.6 Waiver

Failure by either party to enforce any provision of this Agreement will not constitute a waiver of that party's right to enforce such provision or any other provision in the future.

### > 12.7 Force Majeure

Neither party shall be in breach of this Agreement or liable for any failure or delay in performance to the extent caused by events beyond that party's reasonable control, including natural disasters, acts of government, cyber-attacks on third-party infrastructure, pandemics, or internet or telecommunications failures, provided the affected party promptly notifies the other and uses reasonable endeavours to mitigate the impact.

### > 12.8 Notices

All notices under this Agreement must be in writing and delivered by email (with confirmation of receipt) or registered post to the addresses specified in the applicable Order Form. Notices to SALTT Technologies should be directed to: legal@saltt.com.au.

### > 12.9 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the parties.

### > 12.10 Export Compliance

Subscriber must comply with all applicable export control laws and regulations in connection with its use of the Service, including Australian Defence Export Controls and, where applicable, U.S. Export Administration Regulations. Subscriber represents that it is not located in, or a national of, any country subject to applicable trade sanctions or embargoes.

### > 12.11 Customer Reference

Subscriber agrees that SALTT Technologies may use Subscriber's name and logo to identify Subscriber as a customer of Korrosiv.AI on SALTT Technologies' and Korrosiv.AI's website and in marketing or promotional materials. Subscriber may withdraw this permission at any time by providing written notice to SALTT Technologies, and SALTT Technologies will remove such references within a reasonable period following receipt of such notice.

### > 12.12 Attorney's Fees

In any action or proceeding brought to enforce rights under this Agreement or to recover damages for breach thereof, the prevailing party shall be entitled to recover its reasonable legal costs and attorney's fees from the non-prevailing party, in addition to any other relief awarded by the court.