End User License Agreement (EULA)

Effective Date: October 31, 2024

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE WARMIND PLATFORM ("SOFTWARE"). BY ACCESSING OR USING THE SOFTWARE, YOU ("USER" OR "YOU") AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.

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1. License Grant

Dunedain ("Company," "we," "us," or "our") grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Warmind platform solely for your personal or internal business purposes in accordance with this Agreement.

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2. Restrictions on Use

You agree not to:

- Modify, adapt, translate, or create derivative works based on the Software.
- Reverse engineer, decompile, or disassemble any part of the Software.
- Rent, lease, loan, sell, sublicense, or distribute the Software to any third party.
- Remove, alter, or obscure any proprietary notices or labels on the Software.
- Use the Software for any unlawful or unauthorized purpose.

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3. Intellectual Property Rights

All rights, title, and interest in and to the Software, including all intellectual property rights, are and will remain the exclusive property of Dunedain and its licensors. This Agreement does not convey to you any rights of ownership in or related to the Software.

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4. User Content

You are solely responsible for any content you input, upload, or otherwise make available through the Software ("User Content"). You grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display your User Content solely for the purposes of operating and improving the Software.

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5. Privacy Policy

Your use of the Software is also governed by our Privacy Policy, which is incorporated herein by reference. By using the Software, you consent to the collection and use of your information as outlined in the Privacy Policy.

6. Termination

This Agreement is effective until terminated. We may terminate your access to the Software at any time without notice if you violate any terms of this Agreement. Upon termination, you must cease all use of the Software and destroy any copies in your possession.

7. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Limitation of Liability

IN NO EVENT SHALL DUNEDAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

You agree to indemnify, defend, and hold harmless Dunedain, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with your access to or use of the Software.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Austin, Texas.

11. Changes to This Agreement

We reserve the right to modify this Agreement at any time. Any changes will be effective immediately upon posting the revised Agreement. Your continued use of the Software after the effective date constitutes your acceptance of the amended terms.

12. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

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13. Entire Agreement

This Agreement constitutes the entire agreement between you and Dunedain regarding the use of the Software and supersedes all prior agreements and understandings.

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14. Contact Information

If you have any questions about this Agreement, please contact us:

- **Email:** outreach@dunedain.ai
- **Mailing Address:** 1715 Maize Bend Drive, Austin, TX 78727

This End User License Agreement was last updated on October 31, 2024.