D360-SENTINEL AI – SAAS LICENSING AGREEMENT

Last Updated: June 2025

This Software-as-a-Service ("Agreement") governs your access to and use of D360-Sentinel AI ("Service"), provided by Deploy360 Inc. ("Deploy360," "we," "us," or "our"). By subscribing via our website or Stripe checkout, you ("Customer," "you") agree to the following terms.

1. Service Overview

Deploy360 provides an AI-powered DevSecOps automation platform delivered as a subscription service. Available plan features and pricing are described on our website and may be updated with notice. Subscription options include cloud-hosted plans and edge device deployments. All subscriptions renew monthly unless cancelled.

2. Subscription Terms

Subscriptions are billed in advance and are non-refundable once charged. Customers may cancel at any time prior to the next billing cycle to avoid renewal. Pricing and features are subject to change with 30 days' notice.

Early Access Program (EAP): Customers participating in the EAP receive discounted pricing in exchange for early product feedback and acknowledgment of limited feature stability and support. EAP terms may change with notice.

3. License and Acceptable Use

Deploy360 grants Customer a non-exclusive, revocable license to use the Service for internal business purposes, subject to this Agreement.

Customer agrees not to:

- Reverse-engineer, decompile, or bypass any part of the platform;
- Attempt to manipulate or interfere with the AI agents or underlying models;
- Resell, sublicense, or share access with unauthorized users;
- Use the platform to conduct malicious, illegal, or unauthorized activities.

For Edge deployments, Customer agrees to coordinate secure access or provide update mechanisms for Deploy360 to apply necessary software updates or patches.

4. Security and Responsibility

Deploy360 implements industry best practices for security and customer environment isolation. However, no system is guaranteed to be free from vulnerabilities.

Customer is responsible for safeguarding its credentials, VPN access, and internal infrastructure. Deploy360 shall not be liable for damages arising from Customer misconfiguration, compromised credentials, or security breaches related to Edge environments.

5. Product Scope

D360-Sentinel AI is distinct from legacy Deploy360 offerings such as SoftwareFactory Classic. Features may differ across platforms. Customer is responsible for requesting clarification before purchase. Deploy360 is not liable for misunderstandings where no clarification was sought.

6. Support

All plans include limited email support for initial provisioning, VPN access, and login setup.

Optional Support Packs for onboarding, tuning, or issue resolution may be offered under separate written terms.

7. Data Handling and Monitoring

Deploy360 may monitor usage patterns, metadata, and performance logs to improve service quality, prevent abuse, and ensure system health.

Deploy360 will not access Customer's code or project content unless explicitly authorized for support purposes. For Edge deployments, Customer retains local control of data and environment.

Deploy360's Privacy Policy is available at https://deploy360.us/contact and forms part of this Agreement.

8. Disclaimers

The Service is provided "as-is" and "as-available" without warranties of any kind. Deploy360 does not guarantee uninterrupted service, perfect accuracy, or total system security. Use of the Service is at Customer's own risk.

9. Limitation of Liability

To the maximum extent permitted by law, Deploy360's total liability under this Agreement is limited to the subscription fees paid by Customer in the thirty (30) days preceding the event giving rise to the claim. Deploy360 is not liable for any indirect, incidental, consequential, or special damages, including lost profits, data loss, or business interruption.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

Any dispute arising under or in connection with this Agreement shall first be resolved by good-faith negotiation. If unresolved, the parties agree to binding arbitration in Charleston County, South Carolina, under the rules of the American Arbitration Association. Each party shall bear its own costs.

11. Modifications

Deploy360 may update this Agreement with 30 days' notice. Continued use of the Service after the effective date of the updated terms constitutes acceptance of the changes.

12. Contact

For all inquiries or support requests, please contact: info@deploy360.us

Acceptance

By subscribing to the Service via the Deploy360 website or payment platform, Customer acknowledges and agrees to the terms of this Agreement.