

## **REFUND POLICY**

### **1. GENERAL REFUND POLICY**

All Fees paid or payable for the Software license, including annual subscriptions purchased via AWS Marketplace, are non-cancellable and non-refundable. By accepting the Order Form or purchasing an Annual Contract, Customer acknowledges that the license fee is fully earned by Company upon the Effective Date or the start of the applicable subscription term.

### **2. AWS MARKETPLACE TRANSACTIONS**

For subscriptions purchased through AWS Marketplace, the following rules apply:

2.1. Standard AWS Window. Cancellations or refunds requested strictly within the standard AWS Marketplace "cooling-off" period (typically 48 hours from purchase) are subject to AWS Marketplace's standard terms and technical procedures.

2.2. Post-Window Policy. Once the standard AWS window has expired, no refunds, credits, or chargebacks will be authorized by Company for any reason, including but not limited to:

- (i) Customer's failure to utilize the Software;
- (ii) Customer's dissatisfaction with the Software features (except as provided in the Limited Warranty section of the Agreement);
- (iii) Early termination of the Agreement by Customer.

### **3. USAGE LIMITS AND "USE-IT-OR-LOSE-IT"**

The Annual Contract includes a defined monthly usage limit (e.g., number of scans, data volume, or requests) as specified in the Order Form or AWS Listing.

3.1. No Rollover. Any unused portion of the monthly usage limit expires at the end of each monthly cycle and does not roll over to subsequent months.

3.2. No Refunds for Unused Capacity. The company does not provide refunds, credits, or pro-rated adjustments for any unused monthly capacity.

3.3. Exceeding Limits. Inability to use the Software due to reaching the monthly usage limit does not constitute a service failure and does not entitle Customer to a refund.

### **4. TERMINATION FOR CAUSE**

If this Agreement is terminated by Customer due to a material breach by Company, or by Company due to an IP Infringement Claim (as defined in Section 10 of the Agreement), Customer's sole remedy regarding fees shall be a pro-rata refund of the pre-paid Fees covering the remainder of the then-current subscription term after the effective date of termination.

## **5. NO OTHER EXCEPTIONS**

Except as expressly set forth in Section 4 above or required by applicable law, Company makes no other warranties regarding refunds. This "No Refund" policy applies regardless of whether the Customer uses the Software for the entire duration of the Annual Contract.