EE2E.app SOFTWARE

END USER LICENSING AGREEMENT

A. **EE2E.app ("EE2E.app") END-USER LICENSE AGREEMENT ("EULA").**
B. **"CLIENT" MEANS THE INDIVIDUAL OR ENTITY PURCHASING THE LICENSE.**
C. **IF CLIENT IS ACCEPTING THIS EULA ON BEHALF OF AN BUSINESS ENTITY, CLIENT REPRESENTS THAT CLIENT HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS EULA.**
D. **THIS EULA IS PRESENTED TO CLIENT ELECTRONICALLY. BY CLICKING "AGREE TO TERMS" CLIENT AGREES TO THE EULA TERMS AND CONDITIONS AND TO BE BOUND BY ITS TERMS.**

CLIENT AGREES TO THE FOLLOWING TERMS:

1. **Software -** "Software" means any EE2E.app computer programs licensed by Client, to include but not limited to server source code, related documentation and licensed files.
2. **One-Time Fee Lifetime Software License** - EE2E.app grants Client a non-exclusive life-time license to use the software, subject to one-time full payment of a Licensing Fee ("Fee") as set forth in **Exhibit A**, which is part of this EULA, and bound by all terms of this EULA to include but not limited to:
   A. One (1) copy of the Software will be installed on ("Client Server") Client Server and use the Software only on that one (1) Client Server.

3. **License Restrictions**

   A. Client will utilize the Software for internal business use or personal use only. The number of end users is not restricted, and the number of end users is only limited by the Client Server capabilities.

   B. Client cannot make copies or adaptations of the Software.

   C. Client cannot sell, license, lease, rent, loan, or time share the Software.

   D. Client cannot charge End Users to use the Software,

   E. Client cannot charge a fee to end users or any party in any way to use the Software.

   F. Client cannot use the Software to develop competing products or distribute Clients own or a third-party competing application.

   G. Client cannot utilize the Software in Restricted Countries as set forth within this EULA.

   H. Client cannot decompile, reverse engineer or disassemble the Software source code.

   I. The Software does include a Software lock device and may include technological measures within the Software to control access to the Software source code that are designed to prevent or detect installation or use of unlicensed copies of the Software source code. Such prevention or detection measures may collect and transmit data about suspected unlicensed copies of the Software source code. The data collected does not include Client or end user data created using the Software, as this would be impossible. By using the Software, Client consent to detection to control access to the Software source code, as well as its transmission and use if suspected unlicensed copies are detected.

   J. Client cannot decrypt, modify, create derivative works, or disable the Software lock device or security features of the Software.

4. **Third-Party Software Disclosures**
    - **A.** The Software contains Third-Party Software ("Third-Party Software") in which Client is subject to and responsible for third-party agreements, fees, and notices. All Third-Party Software agreements, fees, and notices are strictly between Client and the Third-Party Software. It is the sole responsibility of Client to establish and maintain Third-Party Software relationships. If Client fails to establish and maintain Third-Party Software relationships the Software would fail to function at the sole responsibility of Client at which time EE2E.app could remedy for additional to be determined fees paid by Client to EE2E.app.
    - **B.** Third-Party Software requirements are listed in the EE2E.app Licensing Requirements document.
    - **C.** At the conclusion of set up all Third-Party Software set up by EE2E.app, Client agrees to change the password Third-Party Software with only Client obtaining the password.

5. **Required Documents -** Client is required to complete and provide the following documents to EE2E.app:
    - **A.** Electronically signed EE2E.app Licensing Agreement.
    - **B.** Licensing Requirements document.
    - **C.** Licensing List document

6. **Ready to License Software -** EE2E.app licenses software that is Ready to License Software ("Ready to License Software") that requires Third-Party-Software providers, if Client Licenses software that is Ready to License Software, the following terms apply for the required Third-Party-Software providers:

A. **Self-Hosted Servers** – The Software to be installed and operated at computer facilities controlled and paid for by the Client on servers that meet the specifications recommended by EE2E.app to operate the Software.

B. **Third-Party Server Provider -** Client agrees to establish a business account with the Third-Party Server Provider ("Third-Party Server Provider") and acquire two (2) server(s) from EE2E server account over to Client server account in Client's name and establish server payment obligations in Client's name. Client agrees to allow EE2E.app to verify this with Third-Party Server Provider. Client agrees to provide EE2E.app with the following information which EE2E.app will keep confidential:

i. Host Name Server 1: Account Name, Account #, Server IP Address, Server User Name, Server Password, Special Instructions

ii. Host Name Server 2: Account Name, Account #, Server IP Address, Server User Name, Server Password, Special Instructions

iii. After Client establishes a business account with the Third-Party Server Provider ("Third-Party Server Provider") and acquires two (2) server(s) from the EE2E server account over to Client server account in Clients name, and Client establishes server payment obligations, at the conclusion of set up, Client agrees to change the password to the two (2) servers with only Client obtaining the server passwords.

iv. Client may move the Software to a different Client Server, provided only one Software copy is in use at any given time and provided the Third-Party Server Provider is not on the EE2E.app restricted list.

v.

C. **Domain Name** - EE2E.app Software utilizes a Domain Name ("Domain Name") that is registered at a domain name register in the name of EE2E.app. Client agrees to establish an account with a domain name register of Clients choice and acquire Client ownership of the Domain Name.

i. Client agrees to provide access to domain name host for EE22.app software developers to set up software and DNS. Client agrees to provide EE2E.app with the following information: Domain Name Register and contact information, Nameserver information.

ii. If Client provided EE2E.app with the password to Client Cloudflare account, at the conclusion of set up, Client agrees to change the password with only Client obtaining the server password.

D. **Cloudflare account** - The Software requires a Client account with cloudflare.com. Client agrees to establish at minimum a free account cloudflare.com. Client agrees to provide access to Client Cloudflare account. At the Conclusion of set up Client agrees to change the Cloudflare password.

E. **Wasabi account** - The Software requires a Client account with wasabisys.com. Client agrees to provide access to Client Wasabi account. At the Conclusion of set up Client agrees to change the Wasabi password.

F. **Postmarkapp Email SMTP** – The Software requires a Client account with Postmarkapp.com. Client agrees to provide access to Client Postmarkapp account. At the Conclusion of set up Client agrees to change the Postmarkapp password.

7. **Licensing the Software Using Client Domain Name –** Client agrees to provide all the information to EE2E.app listed in Section 6B.
8. **Clients End User Data –** An End User is anyone who utilizes the software**.** Client shall have the sole responsibility of regulating the content uploaded by End Users.
9. **Client Data** - Client shall own all rights, title and interest in and to all of Client Data ("Client Data") entered into the Software by End Users and shall have sole responsibility for the security, legality, reliability, integrity of the data.
10. **Master Admin –** EE2E.app shall provide Client a Master Admin ("Master Admin") for Client to approve or deny registrations by Client End Users. Client shall have the sole responsibility for approving or denying End Users who register to utilize the Software. Client shall have the sole responsibility of keeping the log in credentials to the Master Admin secure and confidential. Client shall have the ability to approve or

deny Admins to the Software that have the ability to approve, deny or delete End User accounts.

11. **No Tracking –** For security purposes, the Software does not utilize location tracking, IP address tracking or artificial intelligence within the software. The software does not utilize any software from Google, Microsoft or Amazon.
12. **Legal and Acceptable Use** - Client agrees to use the Software for legal purposes only. Client will not use (or assist others in using) the Software that could:
    i. Violate any country's laws or regulations.
    ii. Violate or infringe the rights of EE2E.app.
    iii. Violate intellectual property, or other rights.
    iv. Involve sending data that could potentially be deemed illegal.
13. **Technical Support** – EE2E.app provides Software instructions and written documentation to Client which are available to Software end users within the Software. In most cases, EE2E.app does not provide technical support after the conclusion of EE2E.app software set up.
14. **Upgrades** – Because of the sensitive nature of encrypted data, EE2E.app does not provide upgrades. Client can license a new version of EE2E.app at a to be determined reduced licensing fee.
15. **Ownership**. The Software and all copies thereof are licensed and not sold to Client. The Software and all copies thereof are owned by EE2E.app or its Third-Party-Software providers and are protected by intellectual property laws. EE2E.app and its Third-Party-Software providers retain all rights, title, and interest in the Software.
16. **No Software Transfer of License** - Client may not transfer the Software license.
17. **ELUA Term and Termination** – Upon full payment of one-time licensing fees, this EULA is a life-time license, and the terms will remain in effect for the term unless terminated by Client.
18. **Country Use Restrictions** –
    A. Because of US laws there are Country Restrictions, EE2E.app can only host Software is specific countries and cannot host its Software in specific

countries. Client agrees to comply with applicable laws and regulations of the country which Client resides. EE2E.app cannot license or host its Software in the following countries: Afghanistan, China, Cuba, Iran, North Korea, Syria, Russia, Ukraine, Belarus, Syria, Iraq, Libya, Somalia, and Zimbabwe.

B. Client has been provided a copy of **Exhibit B** - Overview of US and International Law, which is made part of this Agreement. This information may or may not be up to date. The information provided within Exhibit B is for informational purposes only and does not, and is not intended to, constitute lawful or legal advice. Privacy laws change from country to country. For the most up-to-date laws, Client agrees to consult your country's laws.

19. **Encryption Technology** – EE2E.app Software utilizes encryption technology. Client understands and agrees that encryption is not a guarantee of confidentiality and that EE2E.app or its Third-Party-Software providers are not liable and Client indemnifies EE2E.app for any potential breach of confidentiality that could potentially occur because of decryption by a third party.

20. **EE2E.app Intellectual Property** - EE2E.app shall own all EE2E.app: Software, copyrights, trademarks, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Software. Client may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless Client has EE2E.app written permission. Client does have permission to refer new licensees to EE2E.app and receive a referral fee.

21. **Confidentiality** – Both EE2E.app and Client (Each Party) may be given access to confidential information from the other party in order to perform its obligations under this EULA. A party's confidential information shall not be deemed to include information that: **(a)** is or becomes publicly known other than through any act or omission of the receiving party; **(b)** was in the other party's lawful possession before the disclosure; **(c)** is lawfully disclosed to the receiving party by a third party without

restriction on disclosure; **(d)** is independently developed by the receiving party, which independent development can be shown by written evidence; or **(e)** is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that to the extent practicable and permitted by law, the receiving party shall promptly notify the disclosing party in advance of such requested disclosure and provide the disclosing party with an opportunity to object to such request.

i. Each party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this EULA.
ii. Each party shall take all reasonable steps to ensure that the other's confidential information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this EULA.
iii. Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party, provided that such party has taken reasonable steps to protect and avoid the loss, destruction, alteration or disclosure of such confidential information.

22. **Indemnity** – Client shall defend, indemnify and hold harmless EE2E.app against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
    i. Clients or End Users use of the Software and/or Documentation or Third-Party-Software providers; or
    ii. Clients collection, use, processing and/or transfer of any Data or other Client or End User personal or business data; or
    iii. Any claim of any kind including legal fees arising from any claim, demand or action alleging that any use the Client makes of the Software is contrary to any law, code or regulation in any country.

iv. Any claim that the Software may infringe any third- party IP, or if the Software breaches any applicable data protection legislation.

23. **Warranty** - THE SOFTWARE IS PROVIDED TO CLIENT "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. EE2E.APP, ON BEHALF OF ITSELF, ITS SUBSIDIARIES, AFFILIATES, THIRD-PARTY-SOFTWARE PROVIDERS, AND OTHER SUPPLIERS, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IF A EE2E.APP AUTHORIZED RESELLER PROVIDES A SPECIFIC WRITTEN WARRANTY APPLICABLE TO THE SOFTWARE, SUCH WARRANTY IS SUBJECT TO THE SEPARATE EULA BETWEEN CLIENT AND THE RESELLER.
24. **Limitation of Liability** - TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EE2E.APP, ITS SUBSIDIARIES, AFFILIATES, THIRD-PARTY-SOFTWARE PROVIDERS OR OTHER SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, OR LOST PROFITS) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IF THE SOFTWARE IS PROVIDED TO CLIENT AT NO CHARGE, EE2E.APP, ITS SUBSIDIARIES, AFFILIATES, AND SUPPLIERS WILL NOT BE LIABLE FOR DIRECT DAMAGES.
25. **Arbitration and Mediation** – EE2E.app and Client agree if a dispute arises from or relates to this EULA. if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association

in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

26. **Force Majeure –** EE2E.app shall have no liability to the Client under this EULA if it is prevented from or delayed in performing its obligations under this EULA, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of EE2E.app or any other party), pandemic, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of EE2E.app's sub-contractors for so long as said cause persists, provided that the Client is notified of such an event and its expected duration.

27. **Notices and Dedicated Email** – Any notice required to be given under this EULA shall be in writing and shall be delivered by e-mail to the other party via a Deidcated Email Address ("Dedicated Email Address") which each party shall provide to the other party in writing.
28. **Privacy Policy** - Information about EE2E.app's privacy practices is available in EE2E.app's Client Privacy Statement, available at https://www.ee2e.app/privacy-policy
29. **Unenforceability** - To the extent that any provision of this EULA is determined to be illegal or unenforceable, the remainder of this EULA will remain in full force and effect.
30. **Entire Agreement** - This EULA constitutes the entire agreement between Client and EE2E.app with respect to the licensing of the Software, and supersedes any previous communications, representations, or agreements.

THIS EULA IS PRESENTED TO CLIENT ELECTRONICALLY.

Exhibit A

The Terms of the One-Time Fee Lifetime Software License are as follows:

1. The one-time Licensing Fee is: $6300.00

2. Terms of the Fee: 50% down and 50% upon delivery and signing off by Client by an email sent to EE2E.app, stating: “The Software has been delivered to satisfaction”

3. The Licensing Fee can be preferably paid in agreed upon specific cryptocurrencies or USD.

Exhibit B

Overview of US and International Law

This information may or may not be up to date. The information provided within Exhibit B is for informational purposes only and does not, and is not intended to, constitute lawful or legal advice.
Privacy laws change from country to country. For the most up-to-date laws, consult your country's laws.

EE2E.app EULA

Exhibit B - Overview of US and International Law

EE2E.app provides end-to-end (EE3E) **encrypted messaging and video calls designed for secure instant messaging, voice calls, and video calls**. It operates on a self-hosted client server in select countries with favorable privacy laws, combined with strong internet infrastructure. EE2E.app provides one of the most secure messaging technologies due to its strong encryption and privacy-focused self-hosting model.

Governments around the world have proposed or implemented legislation requiring companies to create "backdoors" or provide decryption assistance to law enforcement. This includes proposed laws in the U.S., UK, EU, Australia, and other countries. **If you are using platforms such as X, Facebook, WhatsApp, Signal, Telegram and others YOUR COMMUNICATIONS MAY NOT BE SECURE.**

> **NOTE:** If such laws are passed or enforced in a jurisdiction, EE2E.app CANNOT be required to provide access to encrypted data upon lawful request because EE2E.app does not have access to your server. If required, EE2E.app will be forced to provide applicable contact information of Client to the applicable jurisdiction.

Overview of US and International Law

United States Laws

1. **The Communications Assistance for Law Enforcement Act (CALEA)**
   a. The Communications Assistance for Law Enforcement Act (CALEA). CALEA requires telecom providers and certain types of communications services to be able to assist law enforcement in the event of a lawful wiretap. Although it was initially focused on traditional telecom companies, CALEA could potentially apply to encrypted messaging and video services that facilitate voice or video calls, depending on the specifics of your service.
   b. When a Platform is hosted on a client server, CALEA does not directly apply to over-the-top (OTT) services like messaging apps or voice or video calling because the service is hosted on the client server.
   c. When a Platform is hosted on an internal server by a Platform, CALEA may directly apply to over-the-top (OTT) services like messaging apps or voice or video calling because the service is hosted on the Platform server. There may be requirements to provide law enforcement with the means to intercept communication under certain conditions on platforms whereby messaging apps or voice or video calling is hosted internally on a Platform server.
   NOTE: This does not apply to EE2E.app as the Software is Client hosted.

2. The Electronic Communications Privacy Act (ECPA) and Wiretap Act

ECPA regulates how electronic communications can be intercepted by government authorities. It includes provisions about the wiretap of telephone calls and access to stored communications (e.g., email, chats).

3. The Federal Trade Commission (FTC) Act

The FTC enforces laws related to privacy, deceptive practices, and security breaches. If you are collecting personal data (e.g., for user accounts or activity monitoring), you are required to protect that data.

4. The USA PATRIOT Act and Foreign Intelligence Surveillance Act (FISA)

These laws give the U.S. government broad surveillance powers, including the ability to compel tech companies to disclose user data. Under these laws, the government can issue National Security Letters (NSLs) or FISA court orders requiring you to provide encrypted data or communications in certain circumstances.

5. The Children's Online Privacy Protection Act (COPPA)

COPPA regulates the collection of personal data from children under the age of 13 in the U.S. It sets strict requirements for obtaining parental consent and handling children's data. If the service is available to children, Platforms need to comply with COPPA's rules, which might include requiring parental consent before collecting personal information or providing specific privacy protections for child users.

This information may or may not be up to date. The information provided within Exhibit B is for informational purposes only and does not, and is not intended to, constitute lawful or legal advice.
Privacy laws change from country to country. For the most up-to-date laws, consult your country's laws.

International Laws

1. **The General Data Protection Regulation (GDPR) (EU)**

    a. GDPR applies to any service processing the personal data of EU citizens, and this includes data associated with encrypted messaging. It places strict requirements on how data is collected, stored, processed, and shared.
    b. Encrypting data end-to-end may help with GDPR compliance, as it reduces the risk of unauthorized access. However, you must also ensure that users have the right to access, modify, and delete their personal data if requested. GDPR also requires you to notify users in the event of a data breach.

2. **The ePrivacy Directive (EU)**
    a. Known as the "Cookie Law," the ePrivacy Directive regulates privacy in electronic communications. It focuses on the confidentiality of communications and user consent for tracking technologies like cookies.
    b. If the service uses tracking technologies or collects any kind of metadata, you must comply with these rules. This also extends to services offering encrypted chat, as metadata (e.g., call duration, participant information) may still be subject to regulation.

3. **The General Data Protection Regulation (GDPR) (EU)**
   a. The GDPR is a European Union regulation that governs the processing of personal data of individuals within the EU. It applies to any company that offers services to EU residents, regardless of where the company is located.
   b. If the service processes personal data of EU citizens, you must comply with GDPR, which includes requirements for data protection, user consent, data retention, and user rights (such as the right to be forgotten). You must also ensure that your encryption practices protect user privacy in a way that complies with GDPR's data security requirements.

4. **EU Chat Control**
   The European Union is currently advancing a legislative proposal known as "Chat Control," which would mandate the scanning of all private digital communications, including encrypted messages, photos, and videos, across popular messaging platforms such as X, Facebook, WhatsApp, Signal, Telegram and others. This proposal, formally titled the Regulation to Prevent and Combat Child Sexual Abuse, aims to combat child sexual abuse material (CSAM) by requiring tech companies to detect and report illegal content.

5. **China's Cybersecurity Law**
   a. China has strict rules regarding internet content, encryption, and the protection of national security. Companies operating in China or offering services to Chinese users must comply with regulations concerning data localization and encryption.
   b. If our service has Chinese users or is operating in China, you may be required to store data within the country and potentially provide access to government authorities upon request.

6. **The Australian Telecommunications** (Interception and Access) Act (TIAA)
   a. This law mandates that service providers in Australia cooperate with law enforcement and intelligence agencies, potentially including the requirement to build in capabilities for government access to encrypted communications.
   b. There may be legal obligations to provide access to encrypted content under certain circumstances in Australia.

7. **Brazil's General Data Protection Law (LGPD**)

   Brazil's LGPD is similar to the EU's GDPR and governs the processing of personal data. It requires that companies operating in Brazil or serving Brazilian citizens follow strict data protection and privacy rules.

Encryption-Specific Considerations

1. **Export Control Laws (U.S.)**

   In the U.S., encryption software is subject to export control laws, such as the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). These laws regulate the export of cryptographic technologies. If your service involves encryption and is accessible to users in other countries, you must ensure that you comply with U.S. export control laws. Some encryption technologies may require a government license for export to certain countries.

   NOTE: The EULA states: Because of US laws there are Country Restrictions, EE2E.app cannot host its Software in specific countries. Client agrees to comply with applicable laws and regulations of the country which Client resides. EE2E.app cannot license or host its Software in the following countries: Afghanistan, China, Cuba, Iran, North Korea, Syria, Russia, Ukraine, Belarus, Syria, Iraq, Libya, Somalia, and Zimbabwe.

2. **Backdoor Legislation**

   Governments around the world have proposed or implemented legislation requiring companies to create "backdoors" or provide decryption assistance to law enforcement. This includes proposed laws in the U.S., UK, EU, Australia, and other countries.

   NOTE: If such laws are passed or enforced in a jurisdiction, EE2E.app CANNOT be required to provide access to encrypted data upon lawful request, because EE2E.app does not have access to your server. If required, EE2E.app will be forced to provide applicable contact information of Client to the applicable jurisdiction.

This information may or may not be up to date. The information provided within Exhibit B is for informational purposes only and does not, and is not intended to, constitute lawful or legal advice.
Privacy laws change from country to country. For the most up-to-date laws, consult your country's laws.