

AquaNota End User License Agreement

AquaNota, Inc. — Software License

Effective Date: 01 June 2026 | aquanota.ai | outreach@aquanota.ai

This End User License Agreement ("Agreement") governs your use of AquaNota software, platform, APIs, SDKs, models, documentation, dashboards, watermarking tools, detection tools, monitoring tools, and related components (collectively, "Software"). If you are using the Software on behalf of an organization, you represent that you have authority to bind that organization.

1. License Grant

Subject to this Agreement, AquaNota grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely for your internal business or personal use, in accordance with your subscription plan, order form, or written agreement. This is a license, not a sale. AquaNota retains all ownership rights.

2. Authorized Use

You may use the Software to:

- Embed AquaNota-supported watermarks into authorized media.
- Detect AquaNota-supported watermarks or signals in authorized media.
- Analyze your own content or content you are authorized to evaluate.
- Generate technical reports, detection records, and evidence records.
- Use APIs and integrations within documented limits.
- Review suspected unauthorized uses of your protected content.

You may not use the Software outside your purchased plan, usage limits, or written authorization.

3. License Restrictions

You may not:

- Copy, modify, distribute, resell, lease, rent, sublicense, or commercially exploit the Software except as expressly permitted.
- Reverse engineer, decompile, disassemble, extract, or attempt to discover source code, algorithms, models, watermarking methods, detection logic, embeddings, model weights, or trade secrets.
- Circumvent, disable, or interfere with access controls, rate limits, usage meters, security controls, watermarking controls, or billing systems.
- Use the Software to develop, train, benchmark, or improve a competing product.
- Remove, alter, obscure, attack, or evade AquaNota watermarks or detection systems, except with prior written authorization for approved security testing.

- Use the Software to process unauthorized, illegal, infringing, or privacy-invasive content.
- Use the Software to create false evidence, false takedown notices, fraudulent claims, or misleading detection reports.
- Share login credentials, API keys, access tokens, or licensed Software with unauthorized users.
- Use the Software in a way that exceeds documented usage limits, API limits, source limits, or plan limits.
- Use the Software for unlawful surveillance, harassment, stalking, doxing, intimidation, or rights abuse.

4. API and SDK Terms

If AquaNota provides APIs, SDKs, command-line tools, or developer documentation, you may use them only as documented and only with valid credentials. You are responsible for protecting API keys and tokens. You may not expose keys in public repositories, client-side code, logs, screenshots, or unsecured environments. AquaNota may throttle, suspend, rotate, revoke, or limit API access to protect the Services, enforce usage limits, prevent abuse, or comply with law.

5. Watermarking and Detection Technology

AquaNota watermarking and detection technology is designed to support attribution, content authenticity, and ownership workflows. You acknowledge that:

- Watermarks may degrade under transformation, compression, cropping, screenshotting, re-encoding, adversarial attack, or other manipulation.
- Detection results may depend on source quality, file format, attack type, model version, and available metadata.
- No watermarking or detection system is guaranteed to be unbreakable, permanent, invisible, universal, or admissible as legal proof.
- Detection outputs require human review before enforcement action.

6. Customer Materials

You retain ownership of materials you submit. You grant AquaNota the rights needed to process those materials for Software operation, support, monitoring, detection, improvement, security, and compliance. You are solely responsible for obtaining rights, permissions, releases, and consents for the materials you submit or ask AquaNota to monitor.

7. Updates and Modifications

AquaNota may update, patch, modify, improve, replace, or discontinue Software features, models, APIs, documentation, and integrations. Updates may affect performance, outputs, compatibility, workflows, or detection behavior. AquaNota is not required to maintain legacy versions unless expressly agreed in writing.

8. Beta or Evaluation Software

Beta, trial, pilot, preview, or evaluation versions are provided for testing only. They may be unstable, incomplete, inaccurate, unsupported, or subject to additional limits. You may not rely on beta outputs for legal enforcement, production decisions, or public claims unless AquaNota expressly authorizes that use in writing.

9. Ownership

AquaNota owns all rights in and to the Software and licensed technology, including:

- Source code and object code.
- Models, weights, algorithms, and detection systems.
- Watermarking methods.
- APIs, SDKs, dashboards, and interfaces.
- Documentation, templates, reports, and report formats (excluding your Customer Content).
- Aggregated or de-identified usage, performance, and security data.
- Trade secrets, know-how, and improvements.

No rights are granted except those expressly stated.

10. Open Source and Third-Party Components

The Software may include or interoperate with open-source or third-party components. Those components may be subject to separate licenses or terms. Nothing in this Agreement limits your rights under applicable open-source licenses.

11. Data and Telemetry

AquaNota may collect technical telemetry, logs, usage data, performance data, security events, error reports, API usage, and diagnostic information to operate, secure, support, and improve the Software. AquaNota's handling of personal information is governed by its Privacy Policy and any applicable data processing agreement.

12. Confidentiality

The Software, documentation, models, APIs, detection logic, benchmark results, watermarking methods, pricing, technical materials, and non-public product information constitute AquaNota confidential information. You may not disclose AquaNota confidential information without written permission, except as required by law.

13. Term and Termination

This Agreement begins when you first access, download, install, or use the Software and continues until terminated. AquaNota may terminate or suspend your license if: (i) you breach this Agreement; (ii) you fail to pay applicable fees; (iii) your use creates legal, security, platform, operational, or reputational risk; (iv) AquaNota is required to do so by law or third-party provider requirement; or (v) your subscription or order form expires or is terminated. Upon termination, you must stop using the Software, delete or return licensed materials if requested, and destroy unauthorized copies.

14. Export and Sanctions Compliance

You may not use, export, re-export, or transfer the Software in violation of U.S. export control laws, sanctions, or other applicable trade restrictions. You represent that you are not located in, organized under the laws of, or ordinarily resident in a sanctioned jurisdiction and are not listed on any restricted-party list.

15. U.S. Government Use

If the Software is used by or on behalf of the U.S. Government, it is provided as "commercial computer software" and "commercial computer software documentation" with only those rights granted to other end users under this Agreement.

16. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." AQUANOTA DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, AND UNINTERRUPTED OPERATION. AQUANOTA DOES NOT WARRANT THAT THE SOFTWARE WILL DETECT ALL INFRINGEMENTS, PREVENT UNAUTHORIZED USE, SURVIVE ALL ATTACKS, GENERATE LEGALLY SUFFICIENT EVIDENCE, OR BE ERROR-FREE.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUANOTA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LEGAL EXPENSES. AQUANOTA'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (i) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE MONTHS BEFORE THE CLAIM; OR (ii) \$100.

18. Indemnification

You agree to indemnify and hold harmless AquaNota from claims arising from: (i) your use of the Software; (ii) your submitted materials; (iii) your violation of this Agreement; (iv) your infringement, privacy, publicity, contract, or platform disputes; (v) your enforcement actions, takedown notices, licensing demands, or legal communications; (vi) your unauthorized monitoring or data collection instructions.

19. Audit and Compliance

For enterprise or API customers, AquaNota may request reasonable information to verify compliance with license scope, usage limits, and security obligations. Any audit will be conducted during normal business hours with reasonable notice and in a manner designed to minimize disruption.

20. Assignment

You may not assign or transfer this Agreement without AquaNota's prior written consent. AquaNota may assign this Agreement in connection with a merger, acquisition, financing, corporate reorganization, or sale of substantially all assets.

21. Governing Law and Venue

This Agreement is governed by the laws of [Delaware/Pennsylvania/New York], without regard to conflict-of-law principles. Any dispute will be resolved in the courts located in [County, State], unless an applicable order form requires arbitration or another forum.

22. Entire Agreement

This Agreement, the Terms of Service, Privacy Policy, order forms, and any applicable enterprise agreement form the entire agreement between you and AquaNota regarding the licensed Software. If there is a conflict between this Agreement and a signed enterprise agreement, the signed enterprise agreement controls.

23. Contact

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