

Manukai End User Licence Agreement

Version 1.0

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Manukai B.V., registered in the Netherlands under Chamber of Commerce number 93780419, VAT number NL8665.25.245.B.01, having its registered office in the municipality of Haarlemmermeer, the Netherlands ("Manukai").

1. Scope and application

1.1 These terms govern the use of the Manukai Services by any Customer that has entered into an Order with Manukai or with an authorised reseller of Manukai.

1.2 These terms apply together with the Order. The Order sets out the specific Services purchased, the Subscription Term, the number of Named Users, the Fees and any Service Level Agreement.

1.3 These terms are published by Manukai and apply to all Customers on the same basis. They are not made available exclusively to any individual Customer. The Services constitute standard software developed for general use.

1.4 Where a Customer has agreed procurement terms with Manukai in the Order, clause 18 governs the order of precedence between those terms and this Agreement.

1.5 Manukai does not accept the general purchase or procurement conditions of any Customer unless those conditions are expressly identified in the Order.

2. Definitions

Agreement means these terms together with the Order and any annex expressly incorporated by the Order.

Customer means the legal entity identified as the customer or end user in the Order.

Customer Data means data, content and materials submitted to the Services by or on behalf of the Customer, including tasking parameters, asset registers, watchlists and configuration settings.

Documentation means the technical and user documentation made available by Manukai for the Services.

Named User means an individual authorised by the Customer to access the Services under a unique, non-shared account.

Order means the Manukai quotation accepted by the Customer, or the order form issued by the Customer or a reseller and accepted by Manukai.

Output means the assessments, risk scores, alerts, analyses, reports and structured data generated by the Services and made available to the Customer.

Platform means the Manukai software platform, including Birdseye, Aware, the Manukai Threat Intelligence API and the underlying collection, processing and analysis components.

Services means the Platform and any related services identified in the Order.

Source Material means information collected by Manukai from publicly available sources and from third-party providers for the purpose of producing Output.

Subscription Term means the period stated in the Order during which the Customer is licensed to use the Services.

3. The Services and deployment models

3.1 Manukai makes the Services available under one of the following deployment models, as stated in the Order.

(a) Managed service. Manukai operates the Platform on infrastructure controlled by Manukai within the European Union. The Customer accesses the Services over the network and receives Output through the user interface, the API or both. This is the default model where the Order does not state otherwise.

(b) Hybrid deployment. Collection, model development and model management remain with Manukai. Designated analysis and inference components are deployed within the Customer environment and process both the Manukai feed and data available locally to the Customer. Model updates are delivered through a controlled transfer process agreed in writing.

(c) On-premises deployment. Designated Platform components are deployed within the Customer environment on a disconnected or restricted-connectivity basis, with a separately agreed mechanism for data supply and model updates.

3.2 Deployment models (b) and (c) are available only where expressly stated in the Order. They require a separate technical and security agreement and are not included in the scope or the Fees of an Order for the managed service.

3.3 In all deployment models, collection infrastructure, model development, model training and model management remain with Manukai and are not delivered to the Customer.

3.4 Manukai may modify, improve or replace components of the Platform provided that it does not materially reduce the functionality of the Services during the Subscription Term.

4. Licence grant

4.1 Subject to payment of the Fees and compliance with this Agreement, Manukai grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services and the Documentation during the Subscription Term, for the Customer's own internal business or operational purposes.

4.2 Access to the user interface is licensed per Named User. Named User accounts are personal and may not be shared between individuals. The Customer may reassign a Named User account to a replacement individual where the original user no longer requires access.

4.3 Access to the Manukai Threat Intelligence API is licensed on a system basis for the scope stated in the Order. The Order states the licensed scope in one or more of the following units: the monitored assets, areas of interest or corridors covered; the receiving systems or integrations permitted; and, where applicable, a volume of requests or delivered objects. Where the Order does not state a request or object volume, no volume limit applies within the licensed scope. API access is not counted against the Named User allocation.

4.3A Where use materially and persistently exceeds the licensed scope, Manukai shall notify the Customer and the parties shall agree an adjustment in writing. Manukai shall not levy an overage charge that has not been agreed in advance, and shall not suspend access on grounds of scope alone without first giving the Customer thirty days to agree an adjustment.

4.4 Manukai grants the Customer a perpetual, irrevocable, royalty-free, non-exclusive right to use, reproduce, adapt, combine and distribute Output within its own organisation, and to incorporate Output into its own reports, records, systems and decisions. This right survives expiry or termination of this Agreement in respect of Output delivered before that date. It is subject to clauses 5.1, 4.8 and 8.5.

4.5 Where the Order identifies a group of affiliated entities or a defined programme, consortium or partner environment as the permitted user population, use by those entities is included within the licence to the extent stated in the Order.

4.6 Where the Order identifies a programme or consortium, the Customer may disclose Output to the participants identified in the Order, and may permit those participants to process, enrich, classify, distribute and act upon Output for the purposes of that programme. The Customer shall ensure that each participant is bound by obligations no less protective than clauses 5, 6, 7, 10 and 16.2, and remains responsible to Manukai for their compliance.

4.7 Where Output is incorporated into a system operated by the Customer or by a participant, the Customer shall ensure that the provenance identifiers and source attribution supplied by Manukai with the Output are retained in the data record and remain available to the users of that system.

4.8 No participant may use Output to develop a competing or derived intelligence product, to train or evaluate any model, or to supply intelligence to third parties, without the prior written consent of Manukai. On expiry or termination, Output already delivered may be retained and used by the Customer and by participants for the purposes for which it was supplied. The right to receive further Output ends.

5. Restrictions

5.1 The Customer shall not, and shall not permit any third party to:

- (a) reverse engineer, decompile or disassemble any part of the Platform, except to the extent that this cannot be excluded by mandatory law;
- (b) use the Services, the Output or the Documentation to develop, train, evaluate or improve any product or service that competes with the Services;
- (c) extract, scrape or systematically retrieve Output for the purpose of building an independent database or derived intelligence product for supply to third parties;
- (d) resell, sublicense, rent, or make the Services available to any third party as a service bureau, other than as expressly permitted by the Order;
- (e) publish benchmarking or performance comparisons of the Services without the prior written consent of Manukai;
- (f) remove, obscure or alter any proprietary notice, attribution or source marking contained in the Output;
- (g) use the Services in breach of applicable law, including data protection law, export control law and sanctions law;
- (h) use the Services to conduct surveillance of individuals in a manner that is unlawful, or for any purpose that infringes fundamental rights.

5.2 The Customer is responsible for the acts and omissions of its Named Users and of any person to whom it makes Output available.

6. Nature of the Services

6.1 The Services provide decision support. Output consists of assessments and probabilistic indications derived from publicly available information and from third-party sources. Output is not a statement of verified fact and is not a directive.

6.2 The Customer retains full responsibility for all operational, security, safety, personnel and commercial decisions taken by it, whether or not informed by Output. The Customer shall apply its own judgement and, where the consequences of a decision are material, independent verification.

6.3 Manukai does not warrant that the Services will detect, predict or give advance notice of any particular event, threat or incident. Threat environments are inherently uncertain and information from public sources is inherently incomplete.

6.4 Manukai applies reliability assessment and disinformation filtering to Source Material. These measures reduce but do not eliminate the risk that Source Material is inaccurate, manipulated or misleading.

6.5 The Services are not a substitute for emergency services, for statutory duties of care, or for any regulatory obligation of the Customer.

6.6 Where the Services process data supplied by the Customer, by a participant, or by a third party designated by the Customer, Manukai is not responsible for the accuracy, completeness, timeliness or lawfulness of that data. Output derived from such data carries the limitations of that input. This does not affect the measures Manukai applies under clause 6.4 to Source Material collected by Manukai.

7. Intellectual property

7.1 All intellectual property rights in and to the Platform, the Services, the Documentation, the Manukai models, the underlying methodology, the scoring and classification schemes, and all improvements to any of them, are and remain vested in Manukai or its licensors. Nothing in this Agreement transfers or assigns any such right to the Customer.

7.2 The Services constitute standard software within the meaning of clause 1.3. Configuration of the Services for the Customer, including the definition of monitored assets, corridors, geographies, tasking parameters and alert thresholds, is configuration of standard software and does not constitute the creation of bespoke software for the Customer.

7.3 Where Manukai performs configuration, integration support or advisory work in connection with the Services, all intellectual property rights arising from that work vest in Manukai. The Customer receives a right of use sufficient for the purposes set out in this Agreement.

7.4 The Customer retains all rights in Customer Data. The Customer grants Manukai a licence to process Customer Data to the extent necessary to provide the Services.

7.5 Manukai does not assert intellectual property rights in individual items of Output as against the Customer. The Customer's rights in Output are those granted by clause 4.4. Manukai retains all rights in the Platform, the models, the methodology, the risk taxonomies, the scoring schemes and the data schemas by which Output is produced and expressed, and retains any database or compilation right in the body of Output produced across its customers taken as a whole. Nothing in this clause permits any use restricted by clause 5.1.

7.6 Manukai warrants that, to the best of its knowledge, the Services as supplied do not infringe the intellectual property rights of any third party. Where a third party brings a claim against the Customer alleging that use of the Services in accordance with this Agreement infringes its intellectual property rights, Manukai shall, at its own cost and subject to clause 16, defend that claim provided that the Customer notifies Manukai promptly, allows Manukai to conduct the defence, and provides reasonable assistance. Manukai may, at its option, procure the right for the Customer to continue using the Services, modify the Services so that they no longer infringe, or terminate the affected Services against a pro rata refund of prepaid Fees.

8. Customer Data and model improvement

8.1 Manukai does not use Customer Data to train, fine-tune or otherwise develop models that are made available to other customers.

8.2 Manukai does not disclose Customer Data, Customer tasking or Customer-specific configuration to any other customer.

8.3 Manukai may collect and use aggregated, de-identified technical and usage telemetry, from which the Customer and its Named Users cannot be identified, to monitor, secure and improve the Services.

8.4 Output generated for the Customer is retained by Manukai for the duration of the Subscription Term and made available to the Customer for export in accordance with clause 12.

8.5 Source Material is collected by Manukai independently of any Customer relationship. Nothing in this Agreement gives the Customer any right in or to Source Material, or any right to require Manukai to collect from, or to cease collecting from, any particular source.

9. Data protection

9.1 In providing the Services, Manukai acts as controller in respect of the collection and processing of Source Material from publicly available and third-party sources, and determines the purposes and means of that processing.

9.2 Manukai acts as processor in respect of Customer Data and of personal data relating to Named Users. Where Manukai processes personal data as processor, the Manukai Data Processing Agreement applies and is incorporated into this Agreement by reference.

9.3 Each party shall comply with applicable data protection law in connection with its own processing.

9.4 Manukai processes personal data within the European Union. Where any transfer outside the European Economic Area is necessary, Manukai shall implement an appropriate transfer mechanism recognised under applicable law and shall inform the Customer.

9.5 The Customer shall ensure that it has a lawful basis for submitting Customer Data to the Services and for its use of Output in relation to identified or identifiable individuals.

10. Confidentiality

10.1 Each party shall keep confidential all non-public information of the other party that is disclosed in connection with this Agreement and is identified as confidential or would reasonably be understood to be confidential, and shall use it only for the purposes of this Agreement.

10.2 The obligation does not apply to information that is or becomes public other than through breach, was lawfully known to the recipient without obligation of confidence, is independently developed, or must be disclosed by law, court order or a competent authority. Where disclosure is required, the recipient shall, where lawful, notify the other party in advance.

10.3 This obligation survives termination of this Agreement for a period of five years, and indefinitely in respect of the Manukai models, methodology and source architecture.

11. Security

11.1 Manukai maintains technical and organisational measures appropriate to the nature of the Services, including access control, encryption of data in transit and at rest, logging, and segregation of customer environments.

11.2 Manukai shall notify the Customer without undue delay after becoming aware of a security incident affecting Customer Data, and shall provide the information reasonably required by the Customer to meet its own notification obligations.

11.3 Where the Order requires compliance with a specific security regime, accreditation, screening of personnel or handling of classified information, those requirements apply only where expressly agreed in writing in the Order or in a security annex, and are not implied by this Agreement.

11.4 Unless expressly agreed otherwise in the Order, Manukai receives, processes and stores unclassified information only. The Customer shall not submit classified information to the Services.

12. Continuity and source code

12.1 Manukai does not offer source code escrow. The Platform is standard software that is continuously developed, and its operation depends on collection infrastructure and model versions operated by Manukai. Source code in isolation does not constitute a working service.

12.2 In place of escrow, Manukai provides the following continuity commitments. On termination or expiry, and for a period of thirty days thereafter, or such longer period as is stated in the Order, Manukai shall make available to the Customer an export of Customer Data and of Output generated during the Subscription Term, in a documented open format.

12.3 On written request during the Subscription Term, Manukai shall provide the Customer with a description of the continuity and disaster recovery arrangements applicable to the Services.

13. Fees, invoicing and payment

13.1 The Fees, the invoicing schedule and the payment terms are as stated in the Order.

13.2 Unless the Order states otherwise, Fees for the Subscription Term are invoiced in advance for the full Subscription Term.

13.3 All Fees are exclusive of value added tax and any other applicable duties.

13.4 Where the Customer purchases through a reseller, the Customer's payment obligations are governed by its agreement with that reseller. Manukai's entitlement to payment from the reseller is independent of whether the reseller has been paid by the Customer.

13.5 Fees are non-refundable except where this Agreement expressly provides otherwise.

13.6 Fees are fixed for the duration of a Subscription Term. Where a Subscription Term exceeds twelve months, or where an Order provides for renewal, Manukai may apply an annual indexation with effect from each anniversary of the start date, equal to the change over the preceding calendar year in the consumer price index for all households published by Statistics Netherlands (CBS), capped at five per cent per year. Manukai shall notify the Customer of the indexed Fee at least sixty days before it takes effect. No indexation applies within a Subscription Term of twelve months or less.

13.7 Where a Subscription Term exceeds twelve months, Fees may be invoiced annually in advance for each twelve-month period rather than in a single instalment, where the Order so provides.

14. Acceptance

14.1 Where the Order provides for acceptance, the Services are deemed accepted on the earlier of the Customer's written acceptance and the expiry of fifteen working days from the date on which Manukai makes the Services available to the Customer, unless the Customer has given written notice of a material defect within that period.

14.2 Acceptance relates to the availability and functioning of the Services as described in the Documentation and the Order. Acceptance is not conditional on the accuracy, timeliness or predictive performance of any individual item of Output.

14.3 Where a material defect is notified within the acceptance period, Manukai shall remedy it within a reasonable period and the acceptance period shall restart in respect of the remedied element only.

15. Term, renewal and termination

15.1 This Agreement takes effect on the date stated in the Order and continues for the Subscription Term.

15.2 The Agreement does not renew automatically. It expires at the end of the Subscription Term unless the Order expressly provides for renewal, in which case renewal takes place on the terms stated in the Order.

15.3 Either party may terminate this Agreement with immediate effect by written notice where the other party commits a material breach that is not remedied within thirty days of written notice, or where the other party is declared bankrupt, is granted suspension of payments, or ceases to carry on business.

15.4 Manukai may suspend access to the Services where necessary to prevent a security risk, to comply with a legal obligation, or where the Customer is in material breach of clause 5 or clause 17. Manukai shall restore access as soon as the cause of suspension has been resolved.

15.5 On expiry or termination, the licence granted under clause 4 ends and the Customer shall cease use of the Services. Clause 12.2 applies in respect of data export.

15.6 Clauses 4.4, 6, 7, 8, 10, 12, 13, 16, 17 and 20 survive termination.

16. Warranties, disclaimers and liability

16.1 Manukai warrants that it will provide the Services with reasonable skill and care and in accordance with the Documentation and any Service Level Agreement stated in the Order.

16.2 Except as expressly stated in this Agreement, the Services and the Output are provided without further warranty. Manukai does not warrant that the Services will be uninterrupted or error free, or that Output will be complete, accurate, timely or fit for any particular decision.

16.3 The total aggregate liability of Manukai arising out of or in connection with this Agreement, whether in contract, tort or otherwise, is limited to the Fees paid or payable by or in respect of the Customer under the Order in the twelve months preceding the event giving rise to the liability.

16.4 Manukai is not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, or loss or corruption of data, other than to the extent that data loss results from a breach by Manukai of clause 11.

16.5 Manukai is not liable for any loss arising from a decision taken or not taken by the Customer, or from an event that the Services did not detect or predict.

16.6 The limitations in this clause do not apply to liability for wilful misconduct or gross negligence, to liability for death or personal injury caused by negligence, or to any other liability that cannot be limited under mandatory law.

16.7 Any claim under this Agreement must be notified in writing within twelve months of the Customer becoming aware of the circumstances giving rise to it.

17. Export control and sanctions

17.1 The Services may be subject to export control law, including Regulation (EU) 2021/821 and applicable national law.

17.2 The Customer shall not export, re-export, transfer or make the Services or the Output available to any person, entity or country in breach of applicable export control or sanctions law.

17.3 The Customer warrants that it is not, and is not owned or controlled by, a person or entity subject to applicable sanctions, and shall notify Manukai without delay if this changes.

17.4 Manukai may suspend or terminate the Services with immediate effect where continued provision would place Manukai in breach of export control or sanctions law.

18. Government and defence customers

18.1 This clause applies where the Customer is a government body, a defence organisation, or an entity purchasing on behalf of either, including where the purchase is made through a reseller.

18.2 Where the Order identifies public procurement conditions that have been agreed between the parties, including the Algemene Rijksvoorwaarden bij IT-overeenkomsten 2022 (ARBIT-2022), those conditions take precedence over this Agreement to the extent of any conflict. This Agreement applies in addition to those conditions and remains in force in respect of all matters that they do not address.

18.3 Any deviation from the agreed public procurement conditions applies only where it has been expressly recorded in the Order or in the accepted quotation.

18.4 Clause 11.4 applies. Manukai processes unclassified information only unless a security annex has been agreed that provides otherwise.

18.5 Clause 15.2 applies. No renewal takes place other than as expressly provided in the Order.

18.6 The version of this Agreement in force on the date of the Order applies for the duration of the Subscription Term. Clause 19.2 applies.

19. Changes to these terms

19.1 Manukai may publish a revised version of this Agreement at <https://manuk.ai/legal/eula/>. Each version is published as a separate, permanently addressed document.

19.2 A revised version does not apply to a Subscription Term that is already running. The version in force on the date of the Order continues to apply until the end of that Subscription Term. A revised version applies from the start of any subsequent Subscription Term, provided that Manukai has given the Customer at least thirty days notice before that term begins.

19.3 Manukai maintains an archive of previous versions and makes it available on request.

20. General

20.1 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, save that Manukai may assign it to a group company or in connection with a merger or the transfer of substantially all of its business, on written notice.

20.2 **Subcontracting.** Manukai may engage subcontractors and third-party suppliers in the provision of the Services and remains responsible for their performance.

20.3 **Third-party components.** The Platform incorporates third-party and open source components. Where the licence terms of such a component require it, those terms apply to that component and prevail over this Agreement in respect of that component only. A list is available on request.

20.4 **Force majeure.** Neither party is liable for failure to perform caused by an event beyond its reasonable control, provided that it notifies the other party and takes reasonable steps to mitigate.

20.5 **Notices.** Notices under this Agreement shall be given in writing to the addresses stated in the Order.

20.6 **Entire agreement.** This Agreement and the Order constitute the entire agreement between the parties in respect of the Services and supersede all prior representations, save in respect of fraud.

20.7 **Severability.** If any provision is held invalid or unenforceable, the remainder of this Agreement continues in force and the parties shall replace the affected provision with a valid provision that reflects its purpose as closely as possible.

20.8 **Governing law.** This Agreement is governed by the law of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

20.9 Jurisdiction. The competent court in Amsterdam, the Netherlands, has exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, without prejudice to clause 18.2.

Manukai B.V.

Registered in the municipality of Haarlemmermeer, the Netherlands

Chamber of Commerce: 93780419 | VAT: NL8665.25.245.B.01

legal@manuk.ai | <https://manuk.ai>

Version 1.0. Previous versions are available on request.