CyberRiskGuardian Commercial Licence

Version 1.0, effective 20 October 2026
This Commercial Licence (the "Licence") is between Marc-André Léger, sole proprietor, Montréal, Quebec, Canada (the "Licensor"), and the organization or individual that purchases or accepts it (the "Customer"). By purchasing, installing or using a Paid Edition, the Customer accepts this Licence.

Definitions

- **Software:** the CyberRiskGuardian products identified in the Customer's Order, including plugins, skills, agents, commands, hooks, Compliance Packs, Sector Packs, the CyberRiskGuardian Desktop application, hosted services such as the CRGO ontology service, and related documentation and updates.
- **Paid Edition:** any part of the Software that is not distributed under Creative Commons in the public repository.
- **Community Edition:** the material published under CC BY-NC 4.0 in the public repository ITriskMgr/CyberRiskGuardian.
- **Order:** the Paddle checkout, quote or invoice that identifies the tier, number of Authorized Users, term and fees.
- **Authorized User:** an employee or contractor of the Customer whom the Customer permits to use the Software, up to the number in the Order.
- **Output:** any assessment, scenario, estimate, score, policy draft, report or other content produced with the Software.
- **Client:** a third party for whom a Customer on the Professional or MSSP tier performs services.

Licence grant

Subject to payment of the fees and compliance with this Licence, the Licensor grants the Customer a non-exclusive, non-transferable, non-sublicensable licence, for the term in the Order, to install and use the Software for the Customer's internal business purposes by its Authorized Users.
On the Professional and MSSP tiers, the licence also allows the Customer to use the Software to deliver services to Clients and to deliver Outputs to those Clients. MSSP Customers may serve the number of Clients stated in the Order.
This Licence also authorizes commercial use of the Community Edition by the Customer during the term, under the same conditions.

Restrictions

The Customer shall not, and shall not allow anyone to:

- sell, resell, rent, sublicense, publish or redistribute the Software or any skill, prompt, ontology data or configuration it contains;
- give Clients or other third parties access to the Software itself, as opposed to Outputs;
- remove or alter copyright, licence or attribution notices;
- bypass licence keys, usage limits or access controls;
- use the Software or its contents to build a competing product or to train a model intended to

replicate it;
- exceed the number of Authorized Users or Clients in the Order.

Fees, payment and taxes

Fees are set out in the Order. Paid Editions are sold through Paddle, which acts as merchant of record and reseller. Paddle's buyer terms govern payment, invoicing, refunds and the collection of applicable taxes. Subscriptions renew automatically for the same term unless cancelled before renewal. The Licensor may change prices for a renewal term with at least 30 days' notice.
Installation, customization and training included in a tier are delivered within the scope stated in the Order. Additional services are quoted and invoiced separately by the Licensor.

Updates and support

During the term, the Customer receives updates to the Software released for its tier. Support is provided at the level stated for the tier on the Licensor's product page. The Licensor may modify or discontinue features, provided the core functions of the purchased tier remain substantially available during the paid term.

Third-party services

Some Software runs inside third-party AI platforms such as Claude, provided by Anthropic. The Customer is responsible for its own accounts, plans and compliance with those platforms' terms. Anthropic and other platform providers are not parties to this Licence. Third-party frameworks and standards referenced in the Software remain the property of their owners.

Customer data and privacy

Software that runs locally or in the Customer's AI platform account does not send Customer data to the Licensor. Hosted services receive only the queries and data the Customer submits to them. The Licensor processes that data only to provide the service, protects it with reasonable security measures, does not sell it, and handles personal information in accordance with the Act respecting the protection of personal information in the private sector (Quebec) and other applicable law. Contributions to the Shared Risk Registry are optional and are anonymized by default.
The Customer remains responsible for deciding what information it submits to any AI service and for obtaining the authorizations required to do so.

Decision support and Outputs

The Software is a decision-support tool. Outputs, including probabilities, scores, cost estimates and recommendations, are analytical hypotheses generated with the assistance of artificial intelligence. They may be incomplete or inaccurate and must be validated by qualified people before use. Decisions to accept, transfer, avoid or mitigate risk remain the Customer's responsibility. The Customer owns its Outputs, subject to the Licensor's rights in the underlying Software and methodology.

Intellectual property

The Software, the CyberRiskGuardian methodology, the CRGO ontology and all related documentation are owned by the Licensor and are licensed, not sold. All rights not expressly granted are reserved. The Licensor may use suggestions and feedback from the Customer without obligation.

Confidentiality

Each party shall protect the other's non-public information disclosed under this Licence with reasonable care and use it only for the purposes of this Licence. Paid Edition content, including unpublished skills and ontology data, is the Licensor's confidential information.

Warranty disclaimer

To the extent permitted by law, the Software is provided "as is", without any warranty of merchantability, fitness for a particular purpose, accuracy of Outputs or uninterrupted operation.

Limitation of liability

To the extent permitted by law, the Licensor is not liable for indirect, incidental, special or consequential damages, including loss of profits, data, business or reputation, or damages resulting from a security incident or from decisions based on Outputs. The Licensor's total liability under this Licence is limited to the fees the Customer paid for the Software in the 12 months before the event giving rise to the claim. These limits do not apply to liability for bodily or moral injury, or for intentional or gross fault, where the law does not allow it to be excluded or limited.

Term and termination

This Licence lasts for the term in the Order and any renewals. Either party may terminate it if the other materially breaches it and does not cure the breach within 30 days of written notice. On expiry or termination, the Customer shall stop using the Paid Editions and delete them, except that the Customer may keep Outputs created during the term. The sections on restrictions, intellectual property, confidentiality, warranty disclaimer, limitation of liability and governing law survive.

Compliance with laws

The Customer shall use the Software in compliance with applicable laws, including export control and sanctions laws, and shall not use it to attack systems it is not authorized to assess.

Governing law and jurisdiction

This Licence is governed by the laws of the Province of Quebec and the federal laws of Canada that apply there. The courts of the judicial district of Montréal have exclusive jurisdiction, subject to any mandatory consumer protection rule.

Language

This Licence is available in French and English. A French version was presented to the Customer before this English version. The parties have expressly chosen that this Licence and related documents be drawn up in English. Les parties ont expressément choisi que cette licence et les documents qui s'y rattachent soient rédigés en anglais.

General

This Licence and the Order are the entire agreement between the parties about the Software and replace earlier proposals. If a provision is unenforceable, the rest remains in effect. The Customer may not assign this Licence without the Licensor's written consent. The Licensor may update this Licence for renewal terms by giving notice; the version in force at the start of a term applies to that term.

Contact

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