TUXCARE SECURECHAIN PORTAL LICENSE AGREEMENT

Version 1.0
Effective date: October 15, 2026

READ THIS SECURECHAIN PORTAL LICENSE AGREEMENT (THIS "LICENSE AGREEMENT") BEFORE DOWNLOADING, INSTALLING, OR USING THE SECURECHAIN COMMAND-LINE INTERFACE ("CLI") OR ANY RELATED SOFTWARE MADE AVAILABLE BY TUXCARE FOR USE WITH SECURECHAIN (COLLECTIVELY, THE "PROGRAMS").

THIS LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU, AS EITHER AN INDIVIDUAL OR AN ENTITY, AND TUXCARE, INC. ("TUXCARE"). IT GOVERNS YOUR USE OF THE PROGRAMS. IF YOU ACCEPT THIS LICENSE AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY. IN THAT CASE, "YOU" AND "LICENSEE" REFER TO THAT ENTITY. OTHERWISE, "YOU" AND "LICENSEE" REFER TO YOU INDIVIDUALLY.

BY SELECTING THE ACCEPTANCE CONTROL PROVIDED BY TUXCARE OR BY DOWNLOADING, INSTALLING, OR USING THE PROGRAMS AFTER THIS LICENSE AGREEMENT IS PRESENTED TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT.

WHERE TUXCARE PROCESSES PERSONAL DATA ON YOUR BEHALF, THE SECURECHAIN PORTAL DATA PROCESSING ADDENDUM PUBLISHED AT https://tuxcare.com/legal/securechain-portal-data-processing-addendum/ (THE "DPA") IS INCORPORATED INTO THIS LICENSE AGREEMENT BY REFERENCE AND GOVERNS THAT PROCESSING.

IF YOU DO NOT AGREE TO THIS LICENSE AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE PROGRAMS.

1. DEFINITIONS.

"Access Credentials" means passwords, SSO credentials, Tokens, API keys, registry credentials, and other credentials used to access a Workspace, the Programs, or the Portal Services.

"Authorized User" means an employee, contractor, or other individual whom You authorize to access or use Your Workspace, the Programs, or the Portal Services on Your behalf.

"Applicable Data Protection Laws" means all applicable data protection, data privacy, and cybersecurity laws, rules, and regulations anywhere in the world that are in force from time to time, including but not limited to (i) the EU General Data Protection Regulation 2016/679, (ii) the Swiss Federal Act on Data Protection of 25 September 2020, in force since 1 September 2023 ("FADP"), and (iii) in respect of the United Kingdom, the GDPR as it forms part of UK law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018.

"Customer Data" means data or content that You or Your Authorized Users submit, transmit, store, or otherwise make available to TuxCare through the Programs or Portal Services, including through a Workspace or the CLI, and data derived from it. Customer Data does not include SecureChain Output, except that any Customer Data incorporated into or reproduced in SecureChain Output remains Customer Data.

"Documentation" means the then-current user manuals, technical documentation, and coverage information made available by TuxCare for the applicable Programs and Subscription Services, including the lists of supported technologies, versions, and packages.

“Free Access” means access to a SecureChain Workspace that TuxCare makes available under its then-current free plan, without charge and without requiring a credit card. Free Access is subject to the applicable Usage Limits and other conditions disclosed on the SecureChain Portal or in the applicable Documentation. Free Access is not a paid Subscription or a trial that automatically converts to a paid Subscription.

"Open-Source Components" means third-party software distributed under an open-source license that is included in or distributed with the Programs.

“Order” means an ordering document, quote, or purchase record accepted by You and TuxCare or an authorized reseller. It identifies the purchased services, tier, term, fees, and applicable license metric or limits.

“Personal Data” means any information relating to an identified or identifiable natural person that relates to, describes, is capable of being associated with, or could be linked, directly or indirectly, with a particular natural person, as defined by Applicable Data Protection Laws, and accessed, stored or otherwise processed by TuxCare as part of its provision of the Service to Customer.

“Programs” means the SecureChain command-line interface (CLI) and any related client, submitter, agent, integration, or other software that TuxCare makes available for installation or execution on Your systems or in Your CI/CD environment, including updates to that software. Programs do not include the hosted SecureChain Portal or Access Credentials.

“SecureChain Output” means analyses and results generated by or through the Programs or Portal Services based on Customer Data, including findings, scan comparisons, fix plans, recommendations, reports, alerts, exports, and SBOMs generated by the Programs or Portal Services. SecureChain Output may incorporate or reproduce Customer Data, and any Customer Data contained in SecureChain Output remains Customer Data. SecureChain Output does not include the Programs, the TuxCare catalogue, underlying vulnerability or advisory databases, or third-party materials.

“SecureChain Portal” or “Portal” means TuxCare’s hosted web application, including its associated Workspace subdomains and APIs, available at https://sc.tuxcare.cloud or any successor address designated by TuxCare.

“Portal Services” or “Services” means the Portal and related hosted functionality made available by TuxCare, including Workspaces, APIs, integrations, vulnerability matching, findings, scan history and comparisons, triage, remediation information, reports, alerts, and rechecking of retained scans. Available features and Usage Limits may depend on whether You have Free Access or a paid Subscription.

“Subscription Services” or “Subscription” means paid Portal Services, features, or support, if offered, purchased under an applicable Order. Free Access is not a paid Subscription.

“SBOM” means a software bill of materials that describes components, their versions, and related metadata.

“Token” means a credential that permits a user or an automated process to access specified Services.

“Usage Limits” means the limits applicable to Your use of the Programs or Portal Services, including limits on Authorized Users, Workspaces, scans, submissions, storage, retention, API requests, integrations, or other usage, as specified in the applicable Order, free plan, or Documentation.

“Workspace” means the organization-specific environment within the Portal through which You and Your Authorized Users submit, store, access, review, and administer Customer Data and SecureChain Output.

2. GRANT OF LICENSE AND SUBSCRIPTION RIGHTS.

License to the Programs. TuxCare grants You a limited, non-exclusive, non-transferable (except as expressly permitted under this License Agreement or an applicable Order), and non-sublicensable license, within the applicable Usage Limits, to install, execute, and use the Programs and Documentation in connection with the Portal Services for (a) Your internal business purposes; and (b) services You provide to Your customers. You may authorize Your Authorized Users to exercise these rights on Your behalf and may use the Programs through CI/CD workflows that You configure or approve. You remain responsible for all such use and for compliance with this License Agreement.

Subscription Rights. Your right to access paid features, support, or other Subscription Services is limited to the entitlements specified in the applicable Order. No per-system, per-installation, or other paid license metric applies unless it is expressly specified in the applicable Order. Except as expressly stated in the applicable Order or Documentation, TuxCare is not obligated to provide any particular update, enhancement, modification, or new feature to the Programs.

Open-Source Components. Open-Source Components are governed by their applicable open-source licenses. Those licenses control in the event of a conflict with this License Agreement concerning an Open-Source Component, and nothing in this License Agreement limits rights granted under an applicable open-source license. Where an applicable open-source license requires TuxCare to provide source code, attribution, or notices, TuxCare will make them available in accordance with that license.

Program Operations. Depending on the version, command, and configuration, the Programs may invoke a package manager, modify project configuration, install packages, or cause a build to fail under rules selected by You. You are responsible for authorizing and testing these operations and maintaining appropriate permissions and backups.

Submissions and Integrations. Depending on the applicable version, command, and configuration, the Programs may submit Customer Data to Your Workspace. Your acceptance of this License Agreement does not, by itself, authorize the submission of data from any particular project or CI/CD workflow. You are responsible for authorizing and configuring each submission or workflow. Once configured, subsequent runs may continue submitting Customer Data until You disable the workflow, change its configuration, or revoke the applicable Access Credentials.

Data in SecureChain Output. SecureChain Output, including reports and exports, may reproduce or reflect Customer Data, including private package names, versions, dependency graphs, hashes, repository identifiers, relative paths, and related technical metadata. An uploaded SBOM includes the information contained in the submitted document. Source code is not required for ordinary dependency submissions. The SecureChain Portal Privacy Policy provides additional information about the data processed through the Programs and Portal Services.

Service Communications. TuxCare may collect and use the names and email addresses of Your Workspace administrators and Authorized Users to provide, secure, support, and administer the Programs, Portal Services, Your Workspace, and any applicable Subscription, and to send related service communications, as further described in the SecureChain Portal Privacy Policy. Such communications may concern findings, vulnerability advisories, service availability, Access Credentials, account administration, and security matters. Marketing or promotional communications will be sent only in accordance with applicable law and will include an unsubscribe or communication-preference mechanism.

Fees and Taxes. As a condition of the rights granted to You pursuant to this License Agreement, You shall pay TuxCare all applicable subscription and license fees set out in the applicable Order. You shall, in addition to the license fees, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this License Agreement. You shall reimburse TuxCare for the amount of any such taxes or duties paid or incurred directly by TuxCare as a result of this transaction, and You agree that TuxCare may charge any such reimbursable taxes to the payment instrument You used for Your initial payment.

3. PROTECTION OF PROPRIETARY RIGHTS; CONFIDENTIALITY.

TuxCare Ownership. You acknowledge that TuxCare and its licensors retain all right, title, and interest in and to the Programs, Documentation, Portal Services, and related TuxCare technology and materials, excluding Customer Data and Open-Source Components. No rights are granted except those expressly stated in this License Agreement or an applicable Order. Open-Source Components are governed by the Open-Source Components subsection of Section 2.

Customer Data and SecureChain Output. You retain all right, title, and interest in and to Customer Data. You grant TuxCare and its authorized service providers a limited, non-exclusive right to host, copy, transmit, and otherwise process Customer Data solely as necessary to provide, secure, and support the Programs and Portal Services, act on Your documented instructions, and comply with applicable law and the applicable retention terms set out in the SecureChain Portal Privacy Policy, the DPA, and any applicable Order.

Subject to this License Agreement and applicable third-party rights, You may use, reproduce, download, export, and share SecureChain Output for Your internal business purposes, in connection with services You provide to Your customers, and for compliance or regulatory purposes, including sharing VEX documents and CRA reports with Your customers and applicable regulators.

TuxCare retains all rights in the Programs, Portal Services, TuxCare technology, methodologies, catalogue information, and underlying vulnerability and advisory data used to generate SecureChain Output. No ownership rights in those materials are transferred to You merely because they are used to generate SecureChain Output.

Use Restrictions. Except as expressly permitted under this License Agreement, an applicable Order, another written agreement with TuxCare, or an applicable open-source license, or to the extent a restriction is prohibited by applicable law, You agree not to, and will not permit others to: (a) sell, sublicense, rent, lease, assign, or distribute the Programs as a standalone software product; (b) make the Programs available to third parties as a standalone hosted, managed, or software-as-a-service offering, unless expressly authorized in an applicable Order; (c) disclose or make Access Credentials available to any unauthorized person or use them to permit unauthorized access to the Programs or Portal Services; (d) copy or use the Programs for any purpose other than as permitted under this License Agreement; (e) remove or alter any trademark, logo, copyright, patent marking, proprietary notice, legend, symbol, or label in the Programs or Documentation; or (f) modify, create derivative works from, disassemble, reverse compile, or reverse engineer any part of the Programs, except to the extent such restriction is prohibited by applicable law or expressly permitted by an applicable open-source license.

Usage Verification. If an applicable Order uses a metric that is reported by You and cannot reasonably be verified through TuxCare's service records, TuxCare may request, no more than once in any twelve-month period, that You certify Your compliance with that metric and provide records reasonably necessary to support the certification. This section does not authorize TuxCare to access Your systems, source code, or Customer Data unrelated to the applicable metric. Any use exceeding the purchased entitlements will be addressed in accordance with the applicable Order.

Confidentiality. "Confidential Information" means nonpublic information disclosed by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") that is identified as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Confidential Information may include nonpublic Customer Data, source code, product and security information, business plans, pricing, and Access Credentials. Confidential Information does not include information that the Receiving Party can demonstrate: (a) is previously rightfully known to the Receiving Party without restriction on disclosure; (b) becomes publicly available without breach of this License Agreement; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

The Receiving Party shall use the Disclosing Party's Confidential Information only to exercise its rights or perform its obligations under this License Agreement. The Receiving Party shall protect Confidential Information using reasonable care and at least the same degree of care it uses to protect its own information of a similar nature. The Receiving Party may disclose Confidential Information to its employees, contractors, professional advisers, and service providers who need to know it for those purposes and are subject to confidentiality obligations at least as protective as those set out in this Section.

The Receiving Party shall promptly notify the Disclosing Party upon discovering any unauthorized use or disclosure of the Disclosing Party's Confidential Information and shall provide reasonable cooperation in preventing or mitigating further unauthorized use or disclosure.

If the Receiving Party is legally required to disclose Confidential Information, it may disclose only the information legally required, provided that, where legally permitted, it gives the Disclosing Party prompt notice and reasonable assistance in seeking confidential treatment or other protective measures.

Duration and Remedies. The confidentiality obligations continue during the term of this License Agreement and for three (3) years after its termination or expiration. Information constituting a trade secret shall remain protected for as long as it qualifies as a trade secret under applicable law. Either party may seek appropriate injunctive or equitable relief for an actual or threatened breach of this Section, in addition to any other remedies available under applicable law.

4. LIMITED WARRANTY; EXCLUSIVE REMEDIES.

Limited Warranty: TuxCare warrants that (i) it has the right and authority to enter into this License Agreement and grant the rights expressly granted in it; and (ii), during an applicable paid Subscription Term, the Programs and Subscription Services will materially conform to the applicable Documentation, and TuxCare will provide the Subscription Services in a professional and workmanlike manner. Except to the extent prohibited by applicable law, the Programs and Portal Services provided under Free Access are provided without the warranties in this Section.

The warranties and remedies in this Section apply only to You and do not create any rights or remedies for Authorized Users, Your customers, or other third parties. No person other than TuxCare, in writing, is authorized to make any representation or warranty to You regarding the Programs.

Exclusive Remedy. In the event of a breach of the limited warranty above, You must notify TuxCare in writing and provide reasonable details of the alleged nonconformity. As Your exclusive remedy, TuxCare will, at its option, use commercially reasonable efforts to: (i) correct or replace the nonconforming Programs; or (ii) reperform or correct the affected Subscription Services. If TuxCare is unable to do so within a reasonable period, either party may terminate the affected Order, and TuxCare will refund any prepaid fees attributable to the terminated portion of the remaining Subscription Term.

5. DISCLAIMER; LIMITATION ON LIABILITY

Disclaimer: EXCEPT FOR THE LIMITED WARRANTY ABOVE AND ANY SERVICE LEVEL COMMITMENTS EXPRESSLY SET OUT IN THE APPLICABLE ORDER OR DOCUMENTATION, THE PROGRAMS, PORTAL SERVICES, SECURECHAIN OUTPUT, INCLUDING THOSE MADE AVAILABLE THROUGH FREE ACCESS, ARE PROVIDED "AS IS." TUXCARE MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY TUXCARE. TUXCARE DOES NOT WARRANT THAT THE PROGRAMS OR PORTAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation on Consequential Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TUXCARE BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR SIMILAR LOSSES) EVEN IF TUXCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation on Liability: EXCEPT TO THE EXTENT THAT LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW, THE AGGREGATE MONETARY LIABILITY OF TUXCARE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PROGRAMS, PORTAL SERVICES, SECURECHAIN OUTPUT, CUSTOMER DATA, AN APPLICABLE ORDER, THE DPA, OR THIS

LICENSE AGREEMENT, REGARDLESS OF THE FORM OR THEORY OF LIABILITY, SHALL NOT EXCEED:

(a) FOR A CLAIM RELATING TO A PAID SUBSCRIPTION, THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE TO TUXCARE UNDER THE AFFECTED ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM; OR

(b) FOR A CLAIM RELATING SOLELY TO FREE ACCESS, US$100.

All limitations on liability, damages, and claims are intended to apply without regard to whether other provisions of this License Agreement have been breached or have proven ineffective.

Application of Limitations. The exclusions and limitations in this Section apply regardless of whether a claim arises in contract, tort, strict liability, statute, or otherwise; whether the damages were foreseeable; and whether any limited remedy fails of its essential purpose.

6. TERM & TERMINATION

This License Agreement takes effect on Your acceptance and continues while You have active Free Access or an applicable paid Subscription, unless terminated in accordance with this Section. For paid Subscription Services, it continues for the term in the applicable Order. For authorized free use, it continues until You or TuxCare ends that access under this License Agreement or the SecureChain Portal Terms of Use. Acceptance alone does not purchase a Subscription, authorize recurring charges, or start a trial that automatically becomes paid.

Termination and Suspension. You may end Free Access at any time by closing Your Workspace or following the applicable account-termination process. Termination of a paid Subscription by You is governed by the applicable Order.

TuxCare may suspend or terminate Free Access upon notice to You. TuxCare may suspend access immediately where reasonably necessary to prevent or mitigate a security risk, unauthorized access, unlawful activity, material harm to the Programs or Portal Services, or a violation of applicable sanctions or export-control laws. Where practicable, TuxCare will notify You of the suspension and restore access after the grounds for suspension have been resolved.

Either party may terminate this License Agreement or an affected Subscription if the other party materially breaches it and fails to cure the breach within thirty (30) days after receiving written notice describing the breach. TuxCare may terminate immediately upon written notice if Your breach cannot reasonably be cured, including intentional circumvention of access or security controls, unauthorized distribution of the Programs, or use prohibited by applicable sanctions or export-control laws. Non-payment is governed by the cure period, if any, specified in the applicable Order. A breach of an applicable Usage Limit or license metric is subject to the notice and cure process above unless the applicable Order expressly provides otherwise.

Effect of termination. Upon expiration or termination of Free Access or a paid Subscription, Your rights to the affected Programs, Portal Services, paid features, and support cease, except to the extent that You retain another active entitlement under this License Agreement or an applicable Order. You should stop using and uninstall the affected Programs, and TuxCare may deactivate the applicable Access Credentials. Termination of one Order does not terminate this License Agreement or any other Order unless the termination notice expressly states otherwise.

Open-Source Components lawfully obtained before expiration or termination remain subject to their applicable open-source licenses. Subject to applicable third-party rights, You may retain and use SecureChain Output lawfully downloaded or exported before expiration or termination.

Refunds. Where TuxCare terminates a paid Subscription for convenience, rather than for Your breach, TuxCare will refund prepaid fees attributable to the unused portion of the applicable Subscription Term. Except as expressly provided in this License Agreement, an applicable Order, or applicable law, expiration or termination does not entitle You to a refund.

Survival. The sections concerning Open-Source Components, protection of proprietary rights and confidentiality, disclaimer and limitation of liability, export control, and general provisions survive termination. Any payment obligations accrued before termination and any other provisions that by their terms or nature are intended to survive also remain in effect.

7. DATA PROTECTION

Each party will comply with the data protection and privacy laws applicable to it in connection with the Programs and Portal Services.

You are responsible for ensuring that You have an appropriate legal basis for any Personal Data You provide or make available to TuxCare.

Where TuxCare processes Personal Data on Your behalf, such processing is governed by the DPA.

Each party is responsible for claims, losses, liabilities, or expenses arising from its own violation of applicable data protection laws, subject to the limitations in this License Agreement and the DPA.

8. EXPORT CONTROL

You agree to comply with all applicable laws, regulations, rulings, and executive orders of the United States relating to the exportation or importation of any copies of the Programs (including but not limited to the export and destination control regulations of the Commerce and Treasury Department) and with all applicable foreign laws relating to the use, importation, licensing or distribution of copies of the Programs. You acknowledge that TuxCare is subject to economic sanctions laws (“Economic Sanctions Laws”), including but not limited to those enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the European Union, and the United Kingdom. Accordingly, You shall comply with all Economic Sanctions Laws, including, but not limited to, those of the United States, the European Union, and the United Kingdom. You shall not provide access to the Programs or Portal Services to any individuals identified on OFAC’s list of Specially Designated Nationals (“SDN List”), the UK’s HM Treasury’s Consolidated List of Sanctions Targets, or the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions (collectively “Sanctioned Parties”). You should not take any action that would place TuxCare in a position of non-compliance with any such Economic Sanctions Laws. Furthermore, You represent and warrant that (i) you have not in the past been, and will not be in the future, connected with any Sanctioned Parties, (ii) shall provide such information regarding any individual or entity with which You do business in any location covered by Economic Sanctions Laws upon request of TuxCare, and (iii) shall promptly advise TuxCare of any activities which increase the risk of Your non-compliance with this Section 8 or TuxCare's compliance with Economic Sanctions Laws. You agree to indemnify and hold TuxCare harmless from any loss, damages, liability, or expenses incurred by TuxCare as a result of Your failure to comply with any export regulations or restrictions or otherwise to comply with this Section 8.

9. GENERAL

Governing Law and Claims. This License Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal laws of the United States, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement. Any action, suit, or proceeding arising out of or relating to this License Agreement or an applicable Order shall be brought exclusively in the state or federal courts located in the State of Delaware. Each party irrevocably submits to the personal jurisdiction and venue of those courts and waives any objection based on improper venue, inconvenient forum, or similar grounds.

Acceptance and Updates. You accept this License Agreement by: (a) signing an Order that references or incorporates this License Agreement; (b) clicking a button or checking a box indicating acceptance; (c) otherwise affirmatively accepting this License Agreement through an electronic process provided by TuxCare; or (d) after this License Agreement is presented to You, downloading, installing, or using the Programs.

If an Order incorporates this License Agreement by reference to a URL, the version of this License Agreement in effect on the date the Order is signed will apply unless the Order expressly identifies a different version.

TuxCare may update this License Agreement from time to time. An updated version will become binding upon You when You affirmatively accept it by signing an Order that references the updated version or through an electronic acceptance control provided by TuxCare and will apply from the date of acceptance. TuxCare may require acceptance of an updated version as a condition of continued Free Access or renewal of a paid Subscription. Unless You accept an updated version earlier, the version applicable to an existing paid Subscription will continue to apply for the remainder of its then-current Subscription Term, except to the extent a change is required by applicable law.

Updates to the Documentation do not amend this License Agreement or the terms of an existing Order. During the applicable Subscription Term, TuxCare may update the Documentation to add features or functionality or make non-material operational or technical changes. Any material reduction in the entitlements purchased under an existing paid Subscription will not take effect during its then-current Subscription Term unless reasonably necessary to comply with applicable law, address a material security risk, respond to third-party licensing restrictions, or address technical infeasibility. Where reasonably practicable, TuxCare will provide advance notice of such a reduction. TuxCare may change the features and Usage Limits applicable to Free Access prospectively upon reasonable notice.

Notices. Notices under this License Agreement must be in writing and sent to the physical or email address specified in the applicable Order or otherwise designated in writing by the receiving party. A notice will be deemed received when delivered and supported by reasonable evidence of transmission or delivery. Permitted delivery methods include personal delivery, registered or certified mail, nationally recognized courier with tracking, or email, provided that the sender does not receive an automated notice of non-delivery.

TuxCare may provide general notices concerning the Programs, Portal Services, Documentation, or proposed updates to this License Agreement by posting them on its website or through the SecureChain Portal. Such general notices will be deemed delivered on the date of posting. A posted notice does not, by itself, constitute Your acceptance of an updated License Agreement and is not sufficient for a formal notice of breach, termination, indemnification, or a dispute.

Severability. If any provision of this License Agreement is held invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be deemed severed to the extent of such invalidity, illegality, or unenforceability, and the remaining provisions shall remain in full force and effect.

Entire Agreement; Order of Precedence. This License Agreement, the applicable Order, if any, the DPA where applicable, and any other documents expressly incorporated by reference constitute the entire agreement between TuxCare and Licensee concerning the Programs and supersede all prior or contemporaneous proposals, representations, and communications concerning that subject matter.

In the event of a conflict: (a) a separate written agreement signed by TuxCare and Licensee that expressly governs the Programs or Subscription Services controls; (b) the DPA controls solely with respect to TuxCare's processing of personal data on Your behalf; (c) an applicable Order controls as to the matters it expressly addresses; and (d) this License Agreement controls in all other respects. Documentation does not modify this License Agreement or an Order unless expressly stated. The SecureChain Portal Terms of Use separately govern access to and use of the hosted SecureChain Portal and Portal Services.