

CyberRiskGuardian Educational Licence

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This Educational Licence (the "Licence") is between Marc-André Léger, sole proprietor, Montréal, Quebec, Canada (the "Licensor"), and the college, CEGEP or university that purchases or accepts it (the "Institution"). By purchasing, installing or using a Paid Edition, the Institution accepts this Licence.

Definitions

- **Software:** the CyberRiskGuardian products identified in the Institution's Order, including the Educator Edition, 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 term, fees, number of campuses or departments covered, and the scope of installation and customization.
- **Eligible User:** a faculty member, instructor, teaching assistant, staff member or currently enrolled student of the Institution.
- **Educational Purposes:** teaching, learning, assessment of students, academic research and the Institution's own internal cybersecurity risk management.
- **Output:** any assessment, scenario, estimate, score, policy draft, report or other content produced with the Software.

Licence grant

Subject to payment of the fees and compliance with this Licence, the Licensor grants the Institution a non-exclusive, non-transferable, non-sublicensable licence, for the term in the Order, to install and use the Software for Educational Purposes by its Eligible Users, on Institution-managed systems and on Eligible Users' personal devices.

The Institution may share Educator Edition materials, such as case studies, exercises and rubrics, with enrolled students through its learning management system or in class, for the courses covered by the Order.

Excluded uses

This Licence does not cover:

- consulting, contract research or other services that the Institution or its personnel deliver to third parties for a fee;
- use by affiliated companies, spin-offs, continuing education programs run for corporate clients, or other organizations;
- publishing, redistributing or reselling the Software, or any skill, prompt, ontology data or configuration it contains, outside the Institution.

Those uses require a CyberRiskGuardian Commercial Licence.

Restrictions

The Institution shall not, and shall not allow anyone to, remove or alter copyright, licence or attribution notices; bypass licence keys, usage limits or access controls; or use the Software or its contents to build a competing product or train a model intended to replicate it.

Installation, customization and support

The fees include installation and customization within the scope stated in the Order, such as installation on the Institution's systems, configuration for its courses, an institution-specific scenario set and instructor onboarding. Work beyond that scope is quoted separately. Support is provided by email on business days during the term.

Fees, payment and taxes

Fees are set out in the Order and reflect a significantly reduced educational price. 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. Where the Institution's procurement rules require a direct invoice or a purchase order, the Licensor may invoice the Institution directly. Subscriptions renew for the same term unless cancelled before renewal.

Students and academic work

Students own the work they produce using the Software, subject to the Institution's own policies. Faculty and researchers may publish teaching materials, research results and analyses that use the Software, provided they cite CyberRiskGuardian and the Licensor and do not reproduce Paid Edition content beyond short excerpts.

Third-party services

Some Software runs inside third-party AI platforms such as Claude, provided by Anthropic. The Institution is responsible for its own accounts, plans and compliance with those platforms' terms and with its own policies on AI tools and personal information. Anthropic and other platform providers are not parties to this Licence.

Personal information and privacy

Software that runs locally or in the Institution's AI platform account does not send data to the Licensor. Hosted services receive only the queries and data submitted 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 applicable Quebec and Canadian law. The Institution shall instruct Eligible Users not to submit student records, health information or other sensitive personal information to AI services without the authorizations its policies require.

Decision support and Outputs

The Software is a decision-support and teaching tool. Outputs are analytical hypotheses generated with the assistance of artificial intelligence. They may be incomplete or inaccurate and must be validated by qualified people before any organizational use. Risk decisions remain the responsibility of the Institution.

Intellectual property

The Software, the CyberRiskGuardian methodology, the CRGO ontology and related documentation are owned by the Licensor and are licensed, not sold. All rights not expressly granted are reserved.

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 data, damages resulting from a security incident, or decisions based on Outputs. The Licensor's total liability under this Licence is limited to the fees the Institution paid 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 Institution shall stop using the Paid Editions, except that course materials already distributed to students for a course in progress may be used until the end of that academic term, and Outputs may be kept. The Community Edition remains available under CC BY-NC 4.0.

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. Where an Institution outside Quebec is required by law to contract under its own jurisdiction's law, the parties will agree on that in the Order.

Language

This Licence is available in French and English. A French version was presented to the Institution 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. If a provision is unenforceable, the rest remains in effect. The Institution may not assign this Licence without the Licensor's written consent. The version of this Licence in force at the start of a term applies to that term.

Contact

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