Aidealy Ltd.
Hamidron 1, Herzliya 4654110, Israel
aidealy.ai | legal@aidealy.ai

Aidealy IDE Extension - End-User Licence Agreement

Effective date: 2026-10-18 · Version: 1.3.2 · Last updated: 2026-10-18

This End-User Licence Agreement (this "**EULA**") is a legal agreement between **Aidealy Ltd.**, a company incorporated in Israel, of Hamidron 1, Herzliya 4654110, Israel ("**Aidealy**", "**we**", "**us**", "**our**"), and **you** - the individual who installs or uses the Aidealy IDE extension. It governs your use of the **Aidealy IDE extension** software (the "**Extension**"), in both editions - **Aidealy (EU)** and **Aidealy (US)** - for **Visual Studio Code**, **Cursor**, and other supported editors.

This EULA covers the **Extension software** only. It does **not** govern your relationship with the marketplace you downloaded the Extension from (the Visual Studio Marketplace or Open VSX), which is governed by that marketplace's own terms; and it does **not** replace the **Aidealy Extension Privacy Notice** (what the Extension collects and why), the **Data Processing Agreement**, the **Aidealy Terms of Service / Master Subscription Agreement** ("**MSA**"), the **Acceptable Use Policy**, or the **AI Addendum**, each of which continues to apply on its own subject (Section 12). It governs the Aidealy IDE extension only: the separate **Aidealy Claude Code collector** is governed by its own End-User Licence Agreement, published at https://aidealy.ai/en/legal/claude-code-collector-eula, and not by this EULA.

1. Acceptance and who is bound

1.1 **By installing or using the Extension, you agree to this EULA.** If you are presented with this EULA inside the Extension (for example, on first run) and asked to accept it, clicking "**I agree**" (or continuing to use the Extension after that prompt) confirms your agreement. **If you do not agree, do not install or use the Extension, and uninstall it.**

1.2 **Two ways you may be using the Extension.** This EULA binds **you, the individual installer or user**, in either case:

- **(a) As part of your organisation's subscription.** If your employer or another organisation subscribes to the Aidealy Service and you use the Extension as one of its **Authorised Users**, your organisation's **MSA** governs that commercial relationship, and this EULA governs your use of the Extension **software**. Where the two address the same subject for the extension, this EULA prevails for the Extension specifically (MSA §15); on commercial matters (fees, subscription, term), the MSA governs. **Your acceptance of this EULA is for the Extension software only and does not commit your organisation to any new commercial terms.** Under the MSA, your organisation is responsible for ensuring that each of its Authorised Users - including you - has accepted this EULA, or is bound by the organisation's internal policies to observe it, before using the Extension (MSA §2.3); that organisational duty supports, and does not replace, your own acceptance under Section 1.1.
- **(b) On your own, without a subscription.** If you install the Extension yourself and are not using it under an organisation's subscription, this EULA is the agreement between you and Aidealy for your use of the Extension. **In that case the Aidealy platform does not accept or process your development-activity and AI-interaction uploads as work data:** the platform accepts those uploads only for users provisioned under a customer organisation's subscription, and an upload from any other installation is **refused** and is not stored or analysed as work data. The Extension Privacy Notice describes this and the limited data (such as error telemetry) that is processed in that case.

1.3 **Authority.** If you accept this EULA on behalf of an organisation, you represent that you are authorised to do so for the purpose of the Extension-software licence; otherwise you accept it in your own capacity.

1.4 **Record of your response.** Where the Extension is provisioned to you under a customer organisation's subscription (Section 1.2(a)), Aidealy keeps a **server-side record of your response** to this EULA and to the other documents presented for acceptance in the Extension, **both acceptances and declines**. The record is **identity-bound and versioned**: it identifies you, the specific versions of the documents you were shown, your action, and when it occurred. What the record contains and how long it is kept are described in the **Extension Privacy Notice**. **A recorded decline does not, by itself, stop the data collection described in the Extension Privacy Notice:** where your organisation has deployed the Extension, that collection is carried out on your organisation's instructions and under its responsibility as the organisation deploying the Extension - not on the strength of your acceptance of this EULA - and a decline means only that no licence is formed between you and Aidealy for standalone use of the Extension (Section 1.2(b)); what a decline does and does not change, and the controls available to you on your machine, are explained in the Extension Privacy Notice.

2. The Extension and what it does

The Extension is a developer-productivity tool that runs locally in your editor and sends development-activity and AI-interaction data to the Aidealy platform for analytics. **What the Extension collects, how it is transmitted, where it is processed, and the choices you have are described in the Aidealy Extension Privacy Notice** - please read it. This EULA does not repeat that disclosure; it grants you the licence to use the software and sets the terms of that use.

Measurement storage inside your repositories. By installing or running the Extension you authorise it to read the repositories open in your editor on this machine and to store temporary measurement data within those repositories' own version-control storage, so that it can measure code changes. It does this in every repository it measures on this machine, including a personal project, and the Extension has no setting that excludes a repository; which repositories' records Aidealy keeps is decided on Aidealy's side when it receives them, as the Extension Privacy Notice describes (records from repositories outside your organisation's connected git accounts and analysis scope are discarded when Aidealy processes them). That data is written only to take a measurement and forms no part of your committed history: storing it creates no commit and alters no working file, branch, or stash list. The Extension does not itself delete that data, and uninstalling the Extension does not remove it: it is data that your repository's own routine maintenance may clear in its own time. There is no separate switch for this: stopping it means switching collection off or uninstalling the Extension, as the Extension Privacy Notice describes (its Sections 4 and 6) - unless your organisation manages those controls on this machine, in which case please contact your administrator. You may withdraw this authorisation at any time by uninstalling the Extension. Where this machine is provided or controlled by your organisation, your organisation's own agreement with Aidealy authorises what the Extension does on it, and this paragraph is your authorisation for the repositories on it that are yours.

Aidealy is not your employer, and makes no employment decisions about you. If your organisation uses the Aidealy Service to analyse development activity, any **decision** about your work, role, pay, or employment - including any decision informed by the Service's analytics - is **made by your organisation, not by Aidealy**. Aidealy provides software that produces analytics and decision-support for your organisation: it exercises no authority over, and takes no part in, any employment or personnel decision concerning you, and it has no employment, agency, or employment-decision-making relationship with you - this EULA is a software licence, not an employment relationship. Your organisation is responsible for informing you about its use of the Service (see the Extension Privacy Notice); questions or concerns about an evaluation or a decision should go to your organisation first. You can also raise a concern about the AI features - including their fairness - directly with Aidealy at **ai-concerns@aidealy.ai**. If you do, Aidealy does not disclose your identity to your organisation without your agreement, except where the law requires it or where the concern cannot be assessed or acted on without contacting your organisation - in which case Aidealy tells you so before proceeding.

Telling us early about a problem (this does not affect your rights). If you believe the Extension has caused you loss or harm, we ask - as a courtesy - that you contact us at the address in Section 14 as soon as reasonably practicable, so we can investigate while logs and records still exist. This is a **request only**: it is not a condition to bringing any claim, it does not shorten any limitation period, and it does not limit or waive any right or remedy you have under applicable law.

3. Licence grant

3.1 **Grant.** Subject to your compliance with this EULA, Aidealy grants you a **limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable** licence to install and use the Extension, in object-code form, on devices you control, for use **with supported editors** (such as Visual Studio Code and Cursor) and for the purpose described in Section 2. If you use the Extension as an Authorised User under an MSA, the scope and duration of your permitted use also follow that subscription.

3.2 **Reservation of rights.** The Extension is **licensed, not sold**. Except for the limited licence in Section 3.1, **all rights in the Extension are reserved** to Aidealy and its licensors (Section 5). You receive no rights in the Extension by implication, estoppel, or otherwise.

3.3 **U.S. Government end users.** The Extension is "**commercial computer software**" and "**commercial computer software documentation**" within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements. If you are, or are acquiring the Extension on behalf of, the U.S. Government, your rights in the Extension are only those granted to all other end users under this EULA, in accordance with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202.

4. Restrictions

4.1 You will not, and will not permit anyone else to: (a) copy the Extension except as necessary for your permitted use; (b) modify, adapt, or create derivative works of the Extension; (c) **reverse engineer, decompile, or disassemble** the Extension, or otherwise attempt to derive its source code or underlying ideas, **except to the extent this restriction is prohibited by applicable law** (see Section 4.2); (d) rent, lease, lend, sell, redistribute, sublicense, or provide the Extension to any third party, or distribute it through any channel; (e) use the Extension to build or improve a competing product, or copy its features or user interface; (f) remove, obscure, or alter any proprietary notices in the Extension, or circumvent any licence, security, or marketplace controls; (g) use the Extension other than with the supported editors, or in a manner the applicable marketplace's terms prohibit; (h) adopt, register, or use any name, trademark, logo, domain name, social-media handle, or extension- or marketplace-listing name that is **confusingly similar to Aidealy's names or marks**, or that misrepresents an affiliation with Aidealy; or (i) use the Extension as part of, or in the operation of, **safety-critical activities** - activities in which a failure, error, delay, or inaccuracy could lead to death, personal injury, or severe physical or environmental damage, such as the operation of life-support or other critical medical devices, nuclear facilities, air-traffic control or aircraft navigation or communication systems, weapons systems, or autonomous vehicles. For clarity, using the Extension in the ordinary development of software for such industries is not, by itself, use in safety-critical activities - the exclusion applies to relying on the Extension or its outputs in the operation of them.

The Extension is **not designed or intended for use in safety-critical activities**, and Aidealy does not warrant that it is fit for any such use. To the fullest extent permitted by applicable law, and without limiting Section 8.3, any use of the Extension in breach of Section 4.1(i) is at your sole risk, and Aidealy disclaims all liability arising out of such use, subject to Sections 8.3 and 8.4.

4.2 **Your non-excludable rights (EU/EEA and elsewhere).** Nothing in Section 4.1 restricts any right you have that **cannot be excluded under applicable law**. In particular, if you are in the European Union or the EEA, the restriction in Section 4.1(c) does **not** prevent you from: (i) **decompiling** the Extension where, and to the extent, that is indispensable to obtain the information necessary to achieve the **interoperability** of an independently created program, on the conditions in Article 6 of Directive 2009/24/EC; (ii) **observing, studying, or testing** the functioning of the Extension to

determine the ideas and principles underlying it, where you do so while performing acts you are entitled to perform; or (iii) making a **back-up copy** where necessary for your use. Any term of this EULA that conflicts with those rights does not apply to that extent.

5. Intellectual property

5.1 **Aidealy's rights.** Aidealy and its licensors own all right, title, and interest in and to the Extension and all related software, models, technology, content, and documentation, and all intellectual-property rights in them. Aidealy's rights, and the rights it has cleared in any third-party or open-source components it includes, are reserved to the extent not expressly licensed to you.

5.2 **Your content.** This EULA does not change the ownership of your code or data. As between you (or your organisation) and Aidealy, you (or your organisation) retain all right, title, and interest in the source code, inputs, and other content the Extension reads or transmits, as set out in the **MSA** (§4.1 / §8.2) and the **DPA**. **Your source code, and the other non-public content the Extension transmits, are Confidential Information** and are handled accordingly under the MSA and the DPA. Where you use the Extension without a subscription, the platform **does not accept or process your development-activity uploads as work data** (they are refused - Section 1.2(b)), and the data that is processed in that case is described in the **Extension Privacy Notice**.

5.3 **Feedback.** If you give Aidealy suggestions, feedback, or ideas about the Extension ("**Feedback**"), you grant Aidealy a **perpetual, irrevocable, worldwide, royalty-free, sublicensable licence** to use, reproduce, **modify, and create derivative works of** the Feedback, and to incorporate it into the Extension and Aidealy's other products, for any purpose and without restriction, attribution, or obligation. You confirm you have the right to provide the Feedback on these terms. **Feedback is licensed, not assigned:** you keep ownership of your Feedback, and, to the extent it attracts moral rights, you agree - to the extent permitted by applicable law, and without waiving any right that cannot be waived - **not to assert** moral rights (including attribution and integrity rights) against Aidealy's use of the Feedback as licensed here. Feedback is provided "as is".

5.4 **Third-party and open-source components.** The Extension includes third-party and open-source components that are licensed under their own terms. Those terms are **made available with the Extension** (in a notices or licence file accompanying the Extension or its listing), and, to the extent they apply to a component, they govern your use of that component and prevail over this EULA for that component to the extent required by their terms. Aidealy is responsible for obtaining, and represents that it has obtained, the rights necessary to license the Extension to you, as warranted under the applicable marketplace publisher agreement.

5.5 **Equitable relief.** You acknowledge that a breach or threatened breach of Section 4 (Restrictions) or of the confidentiality of the Extension or its non-public components may cause Aidealy irreparable harm for which monetary damages would be an inadequate remedy, and that Aidealy is entitled to seek **injunctive or other equitable relief** (without the need to post a bond, where permitted) in addition to any other remedy, subject to applicable law.

6. Data, privacy, and AI

6.1 **Privacy.** The Extension's data practices are described in the **Aidealy Extension Privacy Notice**, and, where the Extension processes personal data on behalf of an organisation, in the **DPA** between Aidealy and that organisation. Aidealy - not the marketplace operator - is responsible for the Extension's own data-collection practices.

6.2 **No training on your data.** Aidealy **does not use the data collected through the Extension to train, fine-tune, or improve any artificial-intelligence or machine-learning model**, whether Aidealy's own or a third party's, and engages the AI providers it uses to process that data under terms in which **each provider is contractually committed not to use that data to train its models**. Aidealy has not agreed, and will not agree, to any use of customer content for training. This restates - and does not modify - the commitment in the MSA (§4.3) and the AI Addendum, which

govern its full terms; where you use the Extension without a subscription, this Section is the commitment that applies to you.

6.3 **AI features and responsible use.** The Extension supports AI-assisted analytics whose outputs may be inaccurate or incomplete and should not be relied upon without review. Where the analytics are used to evaluate the performance or behaviour of individuals, Aidealy provides the Service as a **high-risk AI system** and the organisation deploying it acts as a **deployer**; the responsible-use, human-oversight, and transparency obligations are set out in the **AUP** and the **AI Addendum**, and your data-protection rights (including, in the EEA and the UK, rights concerning solely-automated decisions) are described in the Extension Privacy Notice (§5). This EULA does not restate those obligations.

7. No warranty

7.1 **EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 7.3**, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EXTENSION IS PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITH ALL FAULTS, AND AIDEALY AND ITS SUPPLIERS **DISCLAIM ALL OTHER WARRANTIES**, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF **MERCHANTABILITY**, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE EXTENSION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

7.2 Nothing in this Section excludes a warranty, guarantee, or right that **cannot be excluded under applicable law** (including non-excludable consumer guarantees). Where such a right applies, it applies, and Aidealy's liability for its breach is limited as far as the law allows (Section 8).

7.3 **No intentionally harmful code.** As the one express warranty for the Extension software, and **as an express carve-out from the disclaimer in Section 7.1**, Aidealy warrants that it will not **knowingly introduce into the Extension any virus, malware, or other code intentionally designed to damage, disable, or harm your systems or data**. If you notify Aidealy of a breach of this warranty, Aidealy will use commercially reasonable efforts to remove the offending code and provide a corrected version within **thirty (30) days**; this warranty addresses intentionally harmful code - accidental defects and vulnerabilities remain subject to Sections 7.1 and 7.2.

8. Limitation of liability

8.1 **Exclusion of indirect damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AIDEALY WILL NOT BE LIABLE FOR ANY **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES**, OR FOR ANY **LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA**, ARISING OUT OF OR RELATING TO THE EXTENSION OR THIS EULA, EVEN IF ADVISED OF THE POSSIBILITY.

8.2 **Cap.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE LIABILITIES IN SECTION 8.3:

- **(a)** if you use the Extension as an Authorised User under an organisation's MSA, Aidealy's total liability arising out of or relating to the Extension is governed by, and counts toward, the **limitation of liability in that MSA** (MSA §11). If, in a claim by you, that MSA limitation cannot be applied to you, Aidealy's **total aggregate liability to you** arising out of or relating to the Extension or this EULA will not exceed **one hundred U.S. dollars (USD $100.00)**. The amount of the limitation of liability in the applicable MSA is available to you from your organisation or, on request, from Aidealy, which will state it as at the date of your request (your organisation consents to this in MSA §11.2 for the purposes of this Section 8.2(a)); and
- **(b)** if you use the Extension on your own without a subscription, Aidealy's **total aggregate liability** arising out of or relating to the Extension or this EULA will not exceed **five U.S. dollars (USD $5.00)**.

8.3 **Liabilities not limited.** Nothing in this EULA limits or excludes Aidealy's liability for: (a) **death or personal (bodily) injury** caused by its negligence; (b) **fraud or fraudulent misrepresentation**; (c)

gross negligence, or wilful or malicious misconduct; or (d) any other liability that **cannot be limited or excluded under applicable law**.

8.4 **Mandatory law.** The exclusions and limitations in this Section apply **only to the extent permitted by the law that applies to you**; where that law does not permit a particular exclusion or limitation, that exclusion or limitation does not apply, and the rest of this Section continues to apply to the fullest extent permitted (Section 13.2). Where the law that applies to you requires it (for example, under German standard-terms law), liability for breach of an essential contractual duty is not excluded but is limited to the foreseeable damage typical for this type of contract.

9. Term and termination

9.1 **Term.** This EULA applies from when you first install or use the Extension and continues until terminated.

9.2 **Termination.** Aidealy may terminate this EULA on notice to you if you materially breach it and, where the breach can be put right, you do not put it right within **thirty (30) days** of that notice; Aidealy may also terminate or suspend the licence where reasonably necessary to comply with law, the applicable marketplace's terms, or to prevent harm. For Authorised Users, the licence also ends when the relevant subscription or your authorisation under the MSA ends. **You may end this EULA at any time, for any reason, by uninstalling the Extension.**

9.3 **Effect.** On termination, your licence ends and you must **stop using and uninstall the Extension**. **Ending this EULA does not by itself stop the Extension running in your editor:** it continues to run, and to collect as the Extension Privacy Notice describes, until collection is switched off or the Extension is uninstalled, and where your organisation deployed it, your organisation controls whether it is removed or reinstalled. Sections 1.2, 1.4, 2 (its "Aidealy is not your employer" paragraph and its "Telling us early about a problem" paragraph), 3.2, 4, 5, 6.2, 7, 8, 9.3, 10, 11, 12, 13, and 14 survive termination. Section 2's "Measurement storage inside your repositories" paragraph also continues to apply for as long as the Extension remains installed on your machine, and no longer, so that what the Extension does there stays authorised until it is removed. Data already collected is handled, and may be exported or deleted, as described in the Extension Privacy Notice and the DPA.

10. Marketplace and third-party terms

10.1 **Two separate layers.** You obtain and install the Extension through a third-party marketplace (the **Visual Studio Marketplace** or **Open VSX**). Your use of that marketplace is governed by **the marketplace operator's own terms**, to which Aidealy is not a party; this EULA governs your use of the **Extension software**. Nothing in this EULA grants you rights in, or limits, the marketplace itself.

10.2 **Aidealy is the licensor.** The marketplace operator does not license the Extension to you and grants no rights in it; **this EULA is the source of your rights to use the Extension.** Aidealy is solely responsible for the Extension and for any claim relating to it, and the marketplace operator is not.

10.3 **Compliance.** Aidealy publishes the Extension in compliance with the applicable marketplace publisher agreements (including the Microsoft Marketplace Publisher Agreement and the Open VSX Publisher Agreement) and applicable law in the markets where the Extension is made available.

11. Export control and sanctions

You represent that you are not located in, and are not a national of or ordinarily resident in, a country or territory subject to comprehensive trade sanctions, and that you are not on any applicable denied-party or restricted-party list; and you will not use or export the Extension in violation of applicable export-control or sanctions laws. This Section is consistent with, and does not narrow, the corresponding term of the MSA (§15) for Authorised Users.

12. Relationship to other Aidealy documents; order of precedence

This EULA is part of a set of Aidealy documents that each governs its own subject:

- the **MSA / Terms of Service** - the commercial subscription relationship;

- the **DPA** - the processing of personal data;
- the **AUP** - acceptable use;
- the **AI Addendum** - AI-specific transparency and terms; and
- the **Extension Privacy Notice** - what the Extension collects and why.

If there is a conflict: the **DPA** prevails on the processing of personal data; for an Authorised User, the **MSA** prevails on the commercial relationship, **except that this EULA prevails for the Aidealy IDE extension specifically** (MSA §15); and each Privacy Notice/Policy governs the disclosure of data practices. Where this EULA and a marketplace's terms address the same matter, the marketplace's terms govern your relationship with the marketplace and this EULA governs your use of the Extension software (Section 10).

Aidealy's **website content, security and trust pages, published methodology descriptions, demo materials, and presentations are informational only**: they form no part of this EULA and create no rights or obligations under it. Nothing in this paragraph excludes or limits any liability for fraud or fraudulent misrepresentation (Section 8.3).

13. Governing law and your mandatory local rights

13.1 **Governing law and forum.** This EULA, and any dispute arising out of or relating to it or to the Extension, are governed by the **laws of the State of Israel**, without regard to its conflict-of-laws rules, and the competent **courts of Tel Aviv-Jaffa, Israel** will have jurisdiction, subject to Section 13.2.

13.2 **Your mandatory local rights. Nothing in this EULA deprives you of, or limits, any protection or right that applies to you under the mandatory laws of your country that cannot be excluded or waived by agreement** - including, where you are a consumer, any non-excludable consumer-protection or standard-form-contract rights, any non-excludable software-use rights (Section 4.2), and any non-excludable right to bring proceedings in your home courts. Where those mandatory laws give a protection or right that conflicts with Section 13.1 or with any limitation in this EULA, **those mandatory rights and protections prevail to the extent of the conflict**, and the choice of Israeli law and forum applies only so far as those laws permit. Data-protection law continues to apply regardless of this Section.

13.3 **If you use the Extension under your organisation's subscription.** Where you use the Extension as an Authorised User under your organisation's subscription, the commercial relationship for the Service - including fees, service levels, and the Service's analytics about you - is between **your organisation and Aidealy** under the MSA (Sections 1.2(a) and 2). **Please raise issues about the Extension or the Service first through your organisation**, which can pursue them under the MSA; this routing describes the contractual structure and our support model - **it is not a condition to, and does not bar or delay, any claim or right you have against Aidealy under this EULA or applicable law** (including your data-protection rights, which the Extension Privacy Notice describes, and any concern you can raise at ai-concerns@aidealy.ai).

13.4 **Interim relief.** Notwithstanding Section 13.1, either you or Aidealy may seek **interim, provisional, or conservatory relief in any court of competent jurisdiction** (including under Section 5.5), and doing so is not a breach or waiver of this Section 13.

14. General

- **Definitions.** Capitalised terms used but not defined in this EULA (for example, "**the Service**" and "**Affiliate**") have the meanings given in the MSA.
- **Changes to this EULA.** Aidealy may update this EULA from time to time. A change that does not materially reduce your rights takes effect when the updated EULA is made available. For a change that **materially reduces your rights**, Aidealy will give **prominent advance notice** (for example, in the Extension's release notes and on next run after the update) and will, where the update is presented for acceptance, ask you to accept it; if you do not agree to a material change, your remedy is to stop using and uninstall the Extension before it takes effect. Aidealy will not apply a material reduction of your rights retroactively.

- **U.S. Government / export.** The U.S. Government end-user terms in Section 3.3 and the export and sanctions terms in Section 11 apply to your use of the Extension.
- **Entire agreement (for the Extension software).** This EULA is the entire agreement between you and Aidealy about your use of the Extension software, and supersedes prior understandings on that subject, without limiting the MSA, DPA, AUP, AI Addendum, or Privacy Notice on their respective subjects.
- **Assignment.** You may not assign this EULA. Aidealy may assign it to an Affiliate or in connection with a **merger, acquisition, corporate reorganisation, financing, or sale or divestiture of all or substantially all of its assets or of the business to which this EULA relates**; this EULA binds and benefits the parties and their permitted successors and assigns.
- **Amendments (no oral modification).** Except for the documented update mechanics in the "Changes to this EULA" bullet above (which operate on their stated terms), no amendment of this EULA is effective unless it is in a writing signed or expressly accepted by both you and Aidealy.
- **No waiver.** A failure to enforce a provision is not a waiver of it.
- **No third-party beneficiaries.** This EULA is between you and Aidealy and **creates no right enforceable by any other person**, except that: (a) **to the extent the applicable marketplace publisher agreement requires it, the marketplace operator (and, for the Visual Studio Marketplace, Microsoft) is an intended third-party beneficiary of Section 10** with the right to enforce it; and (b) Aidealy's Affiliates, suppliers, and licensors may invoke the protections of Sections 7 and 8 (no warranty; limitation of liability) as if they were Aidealy. This bullet does not affect any right or claim that arises under applicable law rather than under this EULA (including under data-protection law).
- **Severability.** If any provision is held unenforceable, the rest remains in effect, and the provision is limited or removed to the minimum extent necessary.
- **Notices / contact.** Questions about this EULA: **legal@aidealy.ai**. Privacy: **privacy@aidealy.ai**. Security: **security@aidealy.ai**. Support: **support@aidealy.ai**.
- **Language.** This EULA is written in English; if Aidealy provides a translation for convenience, the English version prevails.

Aidealy Ltd. (company registration number: 517367066)
Hamidron 1
Herzliya 4654110
Israel