

**This End User License Agreement (“Agreement”) is a legal agreement between Tvaritam Private Limited (“Company”) and the entity or individual accepting the Agreement (“Customer”).**

## **1. Service**

1.1 Access and Use: During the Subscription Period and subject to the terms of this Agreement, Customer may (a) access and use the Software on one device per License and (b) copy and use the included Documentation only as needed to access and use the Software, in each case, for its internal business purposes. If a Customer Affiliate enters a separate Subscription with the Company, the Customer’s Affiliate creates a separate agreement with the Company, where the Company’s responsibility to the Affiliate is individual and separate from the Customer, and the Customer is not responsible for its Affiliates’ agreement. The Customer may transfer the Software to a replacement Device, provided the Software is removed from the previous device. Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to use the Software through the Licenses purchased under the applicable Subscription during the Subscription Period.

1.2 Customer Accounts: Customer is responsible for all actions on Customer’s accounts and for all Users’ compliance with this agreement. Customer and Users must protect the confidentiality of their passwords and login credentials. Customer will promptly notify Company if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.3 Feedback and Usage Data: Customer may provide Feedback voluntarily, and if so, they provide it “AS IS.” The Company may use all Feedback freely without any limits. However, if Company shares Usage Data with others, it must be combined in a manner that does not identify Customer or Users.

1.4 On-Device AI Processing and Model Ownership: The Software operates entirely on the Customer’s systems. All data ingestion, processing, training, and inference of any machine learning or AI models occur locally on Customer-controlled devices. The Company does not receive, access, store, transmit, or process Customer Content or training data. Any AI models, configurations, workflows, or outputs generated by Customer using the Software (“Customer Models”) are the exclusive property of Customer. Customer retains ownership of Customer Models; however, execution or operation of such models may require the Software runtime environment or compatible tools provided by the Company. Termination or expiration of the Subscription does not transfer ownership of Customer Models to Company. The Company may offer post-termination access, export tools, or extended subscription access under separate commercial terms. However, customer ownership of Customer Models does not grant Customer ownership of the Software or its underlying algorithms.

1.5 Software Updates: The Company may update, modify, enhance, or improve the Software from time to time, including adding, removing, or changing features or functionality, provided that such updates do not materially reduce the general functionality of the Software during an active Subscription. The Company may deploy updates automatically or require the Customer to install them as a condition of continued use.

1.6 Air-gapped System Support:

Air-gapped or isolated environment deployments require additional security, infrastructure, and requirement review by the Company. Air-gapped system support is provided only after a technical and

security evaluation conducted by the Company. Approval for such deployments is granted at the Company's sole discretion based on feasibility, security considerations, and operational requirements. The Company may decline to support air-gapped deployment environments where the Company determines that the environment cannot be supported securely or reliably. Where approved, additional implementation requirements, Documentation, or commercial terms may apply.

## **2. Restrictions & Obligations**

2.1 Restrictions on Customer: Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to):

- (i) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Software, except to the extent Applicable Laws prohibit this restriction;
- (ii) provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Software;
- (iii) install, activate, or use a single License on more than one device at any given time, or attempt to circumvent device-based licensing mechanisms;
- (iv) deploy, copy, or execute the Software in virtual machines, containers, serverless environments, automated scaling systems, or similar infrastructure in a manner that enables multiple simultaneous instances or devices to operate under a single License;
- (v) remove any proprietary notices or labels;
- (vi) copy, modify, or create derivative works of the Software;
- (vii) conduct security or vulnerability tests without Company's prior written authorization, except for reasonable internal security assessments that do not materially disrupt the Software or expose Company Confidential Information, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Software;
- (viii) access accounts, information, data, or portions of the Software to which Customer does not have explicit authorization;
- (ix) use the Software to develop a competing service or Software;
- (x) use the Software to provide hosted, managed, or third-party inference, processing, or computing services to external parties without a separate commercial agreement with the Company;
- (xi) use the Software with any High Risk Activities or with any activity prohibited by Applicable Laws;
- (xii) use the Software to obtain unauthorized access to anyone else's networks or equipment; or
- (xiii) upload, submit, or otherwise make available to the Software any Customer Content to which Customer and Users do not have the proper rights.

Use of the Software must comply with all Documentation and Use Limitations.

2.2 Suspension. If Customer (a) has an outstanding, undisputed balance on its account for more than 5 days for Professional Subscription and 7 days for Enterprise subscription; (b) breaches Section 2.1 (Restrictions on Customer); or (c) uses the Software in violation of the agreement or in a way that materially and negatively impacts the Software or others, then Company will use commercially reasonable efforts to provide prior notice and an opportunity to cure before any suspension, except where immediate suspension is necessary to prevent material harm, security risk, fraud, abuse, or violation of Applicable Laws.

2.3 Responsible AI & Regulatory Compliance. Customer represents and warrants that its use of the Software, including the development, deployment, and usage of Customer Models, shall comply with all applicable laws. This includes, without limitations: (i) Data Sovereignty: Ensuring all data ingestion and processing comply with applicable Data Protection Laws; (ii) AI Governance: Complying with all applicable AI-specific regulations regarding transparency, risk assessment, and prohibited AI practices; and (iii) Ethical Use: Not using the Software for any purpose that would constitute a “High Risk Activity” as defined in Section 13 or as prohibited by the jurisdiction of development, deployment, and usage.

### **3. Privacy & Security**

3.1 Telemetry Data: The Software sends limited Telemetry Data only for license validation, anti-piracy, and misuse prevention purposes. Telemetry Data is restricted to license identifiers, device hardware fingerprints, and network identifiers. Telemetry Data does not include Customer Content, model data, outputs, or operational data processed by the Software. Customer acknowledges and agrees that in the event of suspected reverse-engineering, unauthorized modification, or license misuse (as prohibited in Section 2.1), Company reserves the right to share Telemetry Data—including hardware identifiers and IP addresses—with law enforcement agencies or legal counsel for the purpose of investigating and enforcing Company’s intellectual property rights. Telemetry Data will be retained only as long as reasonably necessary for license enforcement.

3.2 Customer Data Responsibility: The Software operates entirely on Customer-controlled systems. The Company does not access or process Customer Content. The Customer must ensure that its data practices comply with Applicable Data Protection Laws. The Company is not responsible for Customer Content or the Customer’s data practices.

### **4. Payment & Taxes**

4.1 Fees: All Fees are exclusive of taxes. Except for any prorated refund of prepaid Fees expressly permitted under this agreement, all Fees are non-refundable. For Annual Subscriptions, Customer may cancel their subscription at any time. Upon such cancellation, Company will issue a prorated refund for the remaining full months of the Subscription Period. The refund amount shall be calculated by deducting the full, non-discounted monthly list price of the Software for the months already used (including the month in which notice is given) from the total prepaid amount. For monthly subscriptions, Customer may cancel at any time. Upon cancellation, the subscription will remain active until the end of the current billing cycle, and Customer will not be charged for any subsequent billing cycles. Fees for the current billing period are non-refundable. Refunds after activation are not provided except as stated in this Section 4.1, required by law, or elsewhere in this Agreement.

4.2 Automatic Payment: For a Payment Process with automatic payment, the Company will automatically charge the credit card, debit card, or other payment method on file for Fees according to the Payment Process, and the Customer authorizes all such charges. In this case, the Company will make a copy of the Customer’s bills or transaction history available to the Customer.

4.3 Taxes: Customer must pay all taxes, duties, and fees on the amounts owed, like sales tax, VAT, or similar, except for the Company’s income taxes. If the Company does not need to collect those taxes by law, the Customer is responsible for reporting and paying the correct taxes to the relevant tax

authorities. If the law requires Customer to withhold taxes from payments to Company, Customer may do so, but must provide Company with valid proof of the withholding.

4.4 Payment Dispute: If Customer has a good-faith disagreement about the Fees charged or invoiced, Customer must notify Company about the dispute within 30 days of payment, and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days. If no resolution is agreed upon, each party may pursue any remedies available under the Agreement or Applicable Laws.

## **5. Term & Termination**

5.1 Subscription Term and Renewal: Each Subscription will commence on the Subscription Date and continue for the Subscription Period specified at the time of Subscription. A Subscription will renew automatically only if the Customer has explicitly enabled automatic renewal at the time of purchase or subsequently through the account settings. If automatic renewal is not enabled, the Subscription will expire at the end of the Subscription Period unless renewed by Customer.

5.2 Framework Terms: These Framework Terms will commence on the Subscription Date and remain in effect for as long as any Subscription is active, and thereafter as provided in Section 5.6 (Survival).

5.3 Termination: Either party may terminate the Framework Terms or Subscription immediately: if the other party fails to cure a material breach of the Framework Terms following 30 days notice; upon notice if the other party (i) materially breaches the Framework Terms in a manner that cannot be cured; (ii) dissolves or stops conducting business without a successor; (iii) makes an assignment for the benefit of creditors; or (iv) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

5.4 Force Majeure: Either party may terminate an affected Subscription upon notice if a Force Majeure Event prevents the Software from materially operating for 30 or more consecutive days. The Company will pay to the Customer a prorated refund of any prepaid Fees for the remainder of the Subscription Period. A Force Majeure Event does not excuse Customer's obligation to pay Fees accrued prior to termination.

5.5 Effect of Termination: Termination of the Framework Terms will automatically terminate all Subscriptions governed by the Framework Terms. Upon any expiration or termination: (i) Customer will no longer have any right to use the Software and shall uninstall the Software and delete all copies within 15 days, (ii) Upon Customer's request, Company will delete any Customer account information or license-related data in its possession, if any within 60 days, excluding information required by Applicable Laws, (iii) Each Recipient will return or destroy Discloser's Confidential Information in its possession or control, (iv) Company will submit a final bill or Invoice for all outstanding Fees accrued before termination and Customer will pay the Invoice according to Section 4 (Payment & Taxes). For clarity, this obligation does not require Customer to delete Customer Models, which remain Customer's property, but such Customer Models may not be usable without the Software.

5.6 Survival: The following sections will survive expiration or termination of the agreement: (a) Section 2.1 (Restrictions on Customer), Section 4 (Payment & Taxes) for Fees accrued or payable before expiration or termination, Section 5.5 (Effect of Termination), Section 5.6 (Survival), Section 6 (Representations & Warranties), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability),

Section 9 (Indemnification), Section 10 (Confidentiality), Section 11 (Reservation of Rights), Section 12 (General Terms), Section 13 (Definitions), and the portions of a Cover Page referenced by these sections. (b) Each Recipient may retain Discloser's Confidential Information in accordance with its standard backup or record retention policies maintained in the ordinary course of business or as required by Applicable Laws, in which case Section 3 (Privacy & Security) and Section 10 (Confidentiality) will continue to apply to retained Confidential Information.

5.7 Enterprise Minimum License Requirement: Enterprise Subscriptions require a minimum of five (5) active Enterprise Licenses at all times during the Subscription Period. Customer must maintain at least five active Enterprise licenses to remain eligible for Enterprise features, capabilities, and support. If the number of active Enterprise licenses falls below the minimum requirements, the Company may suspend all Enterprise Licenses and associated Software access until the Customer restores the minimum required number of active Enterprise licenses.

## **6. Representations & Warranties**

6.1 Mutual: Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this agreement; (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (c) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this agreement; and (d) it will comply with the Additional Warranties.

6.2 From Customer: Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Software and to allow the use of Customer Content as described in the agreement.

6.3 From Company: The Company represents and warrants to Customer that it will not materially reduce the general functionality of the Software during the Subscription Period.

6.4 Provider Warranty Remedy: If Company breaches the warranty in Section 6.3 (Representations & Warranties from Provider), Customer must give Company notice (with enough detail for Company to understand or replicate the issue) within 45 days of discovering the issue. Within 45 days of receiving sufficient details of the warranty issue, the Company will attempt to restore the Software's general functionality. If the Company cannot resolve the issue, Customer may terminate the affected Subscription, and Company will pay to Customer a prorated refund of prepaid Fees for the remainder of the Subscription Period. The Company's restoration obligation and the Customer's termination right are the Customer's only remedies if the Company does not meet the warranty in Section 6.3 (Representations & Warranties from Provider).

## **7. Disclaimer of Warranties**

7.1 Disclaimer of Warranties: The Company makes no guarantees that the Software will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. The warranties in Section 6 (Representations & Warranties) do not apply to any misuse or unauthorized modification of the Software, nor to any Software or service provided by anyone other than Company except for the warranties in Section 6 (Representations & Warranties), Company and Customer each disclaim all other warranties and conditions, whether express or implied, including the implied

warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. These disclaimers apply to the maximum extent permitted by Applicable Laws.

## **8. Limitation of Liability**

8.1 Liability Caps: Except as provided in Section 8.4 (Enhanced Liability Cap) and Section 8.5 (Exceptions), each party's total cumulative liability for all claims arising out of or relating to this agreement will not be more than the fees paid or payable by Customer under the applicable Subscription during the twelve (12) months immediately preceding the event giving rise to the claim.

8.2 Damages Waiver: Except as provided in Section 8.4(Enhanced Liability Cap) and Section 8.5 (Exceptions), under no circumstances will either party be liable to the other for lost profits or revenues (whether direct or indirect), or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this agreement, even if the party is informed of the possibility of this type of damage in advance.

8.3 Applicability: The limitations and waivers contained in Sections 8.1 (Liability Caps) and 8.2 (Damages Waiver) apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.

8.4 Enhanced Liability Cap: Section 8.2 (Damages Waiver) does not apply to (i) breaches of Section 10 (Confidentiality), except for claims arising solely from data or security breaches not caused by gross negligence or willful misconduct; or (ii) a party's indemnification obligations under Section 9. For claims arising from Section 9 (Indemnification) or breach of Section 10 (Confidentiality), each party's total cumulative liability will not exceed the greater of (i) three (3) times the fees paid or payable by Customer under the applicable Subscription during the twelve (12) months immediately preceding the event giving rise to the claim, or (ii) USD \$100,000.

8.5 Exceptions: Section 8.1 (Liability Caps) does not apply to any Unlimited Claims. The Unlimited Claims are: (i) a party's willful misconduct or fraud; or (ii) Breach of Section 2 (Restrictions & Obligations). Nothing in this Agreement will limit, exclude, or restrict a party's liability to the extent prohibited by Applicable Laws.

## **9. Indemnification**

9.1 Protection by Customer: Customer will indemnify, defend, and hold harmless Company from and against all Customer Covered Claims made by someone other than Company or its Affiliates, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Customer Covered Claims, which are: Any action, proceeding, or claim that (1) the Customer Content, or Customer's specific use of the Software, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; (2) results from Customer's violation of applicable laws, including Data Protection Laws and AI-specific regulations; or (3) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).

9.2 Protection by Company: The Company will indemnify, defend, and hold harmless Customer from and against any third-party claim alleging that the Software, when used in accordance with this agreement, infringes or misappropriates such third party's intellectual property rights, and all damages finally awarded or agreed in settlement, including reasonable attorneys' fees, arising from such claim.

Company will have no obligation under this Section to the extent a claim arises from: (a) Customer Content or Customer Models; (b) modifications not made by Company; (c) combination of the Software with systems, Software, or services not provided by Company; or (d) use of the Software outside the scope of this agreement.

9.3 Procedure: The Indemnifying Party's obligations in this Section are contingent upon the Protected Party: (a) promptly notifying the Indemnifying Party of each Covered Claim for which it seeks protection; (b) providing reasonable assistance to the Indemnifying Party at the Indemnifying Party's expense; and (c) giving the Indemnifying Party sole control over the defense and settlement of each Covered Claim. A Protected Party may participate in a Covered Claim for which it seeks protection with its own attorneys only at its own expense. The Indemnifying Party may not agree to any settlement of a Covered Claim that contains an admission of fault or otherwise materially and adversely impacts the Protected Party without the prior written consent of the Protected Party.

9.4 Changes to Software: If required by settlement or court order, or if deemed reasonably necessary in response to a Company Covered Claim, Company may, at its option and expense: (a) obtain the right for Customer to continue using the Software; (b) replace or modify the affected component of the Software without materially reducing the general functionality of the Software; or (c) if neither (a) nor (b) are reasonable, terminate the affected Subscription and issue a prorated refund of prepaid Fees for the remainder of the Subscription Period.

9.5 Exclusions: Customer's obligations as an Indemnifying Party will not apply to Customer Covered Claims that result from the unauthorized use of the Customer Content, including use in violation of this agreement.

9.6 Exclusive Remedy: This Section 9 (Indemnification), together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

## **10. Confidentiality**

10.1 Non-Use and Non-Disclosure: Except as otherwise authorized in the agreement or as needed to fulfill its obligations or exercise its rights under this Agreement, Recipient will not (a) use Discloser's Confidential Information; nor (b) disclose Discloser's Confidential Information to anyone else. In addition, Recipient will protect Discloser's Confidential Information using at least the same protections Recipient uses for its own similar information, but no less than a reasonable standard of care.

10.2 Exclusions: Confidential Information does not include information that (a) Recipient knew without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly known and generally available through no fault of Recipient; (c) Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Recipient independently developed without use of or reference to Discloser's Confidential Information.

10.3 Required Disclosures: Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to obtain confidential treatment for the Confidential Information.

10.4 Permitted Disclosures: Recipient may disclose Discloser's Confidential Information to Users,

employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this Section 10 (Confidentiality) and Recipient remains responsible for everyone's compliance with the terms of this Section 10 (Confidentiality).

## **11. Reservation of Rights**

Except for the limited License to copy and use Software in Section 1.1 (Access and Use), Company retains all right, title, and interest in and to the Software, whether developed before or after the Subscription Date.

## **12. General Terms**

12.1 Entire Agreement: This Agreement is the only agreement between the parties about its subject, and this agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject. The Company expressly rejects any terms included in Customer's purchase order or similar document, which may only be used for accounting or administrative purposes. No terms or conditions in any Customer documentation or online vendor portal will apply to Customer's use of the Software unless expressly agreed to in a legally binding written agreement signed by an authorized Company representative, regardless of what such terms may say.

12.2 Modifications, Severability, and Waiver: Any waiver, modification, or change to the agreement must be in writing and signed or electronically accepted by each party. If any term of this agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this agreement will not constitute a waiver by that party of the term, option, or right.

12.3 Governing Law and Chosen Courts: The Laws of India will govern all interpretations and disputes about this agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding arising out of this agreement in the Courts having jurisdiction in Gurugram, Haryana, India, and each party irrevocably submits to the exclusive jurisdiction of the Courts in Gurugram, Haryana, India.

12.4 Injunctive Relief: Despite Section 12.3 (Governing Law and Chosen Courts), a breach of Section 10 (Confidentiality) or the violation of a party's intellectual property rights may cause irreparable harm for which monetary damages cannot adequately compensate. As a result, upon the actual or threatened breach of Section 10 (Confidentiality) or violation of a party's intellectual property rights, the non-breaching or non-violating party may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction, without waiving the exclusive jurisdiction set forth in Section 12.3 for all other matters, without the need to post a bond and without limiting its other rights or remedies.

12.5 Non-Exhaustive Remedies: Except where the agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

12.6 Assignment: Neither party may assign any rights or obligations under this agreement without the prior written consent of the other party. However, either party may assign this agreement upon notice if the assigning party undergoes a merger, change of control, reorganization, or sale of all or substantially all its equity, business, or assets to which this agreement relates. Any attempted but non-

permitted assignment is void. This agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.7 Beta Software: If Company gives Customer access to a Beta Software, the Beta Software is provided "AS IS" and Section 6.3 (Representations & Warranty From Provider) does not apply to any Beta Software. Customer acknowledges that Beta Software is experimental in nature and may be modified or removed at the Company's discretion with or without notice. Beta Software may contain bugs or security vulnerabilities.

12.8 Logo and Name Usage: The Company may identify Customer by name and logo as a user of the Company's Software and services solely for marketing and promotional purposes in a non-disparaging manner, only with prior consent.

12.9 Notices: Any notice, request, or approval about the agreement must be in writing and sent to the Notice Address. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery.

12.10 Independent Contractors: The parties are independent contractors, not agents, partners, or joint venturers. Neither party is authorized to bind the other to any liability or obligation.

12.11 No Third-Party Beneficiary: There are no third-party beneficiaries of this agreement.

12.12 Force Majeure: Neither party will be liable for a delay or failure to perform its obligations under this agreement if caused by a Force Majeure Event. However, this Section does not excuse the Customer's obligations to pay Fees.

12.13 Titles and Interpretation: Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation. The United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply to this agreement.

12.14 Deployment Approval: Certain deployment configurations, including but not limited to air-gapped environments, high-security networks, or specialized infrastructure, may require additional review, approval, or implementation conditions by the Company prior to support or activation. The availability of such configurations is not guaranteed under any subscription unless explicitly confirmed by the Company.

### **13. Definitions**

1. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest.
2. "Agreement" means this document between Company and Customer as governed by the Framework Terms.
3. "Applicable Laws" means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern Company or Customer.
4. "Beta Software" means an early or prerelease feature or version of the Software that is identified as beta or similar, or a version of the Software that is not generally available.
5. "Software" means the proprietary Software provided by Company and installed or accessed by Customer, including Documentation.

6. "Confidential Information" means information in any form disclosed by or on behalf of a Discloser, including before the Subscription Date, to a Recipient in connection with this agreement that (a) the Discloser identifies as "confidential", "proprietary", or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential information includes the existence of this agreement. Customer's Confidential Information includes non-public Customer Content, and Company's Confidential Information includes non-public information about the Software.
7. "Discloser" means a party to this agreement when the party is providing or disclosing Confidential Information to the other party.
8. "Fees" means the applicable amounts described in the Invoice.
9. "Force Majeure Event" means an unforeseen event outside a party's reasonable control where the affected party took reasonable measures to avoid or mitigate the impacts of the event. Examples of these kinds of events include unpredictable natural disasters like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.
10. "High Risk Activity" means any situation where the use or failure of the Software could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include autonomous vehicle technology (full or partial), medical life-support technology, emergency response services, nuclear facility operations, and air traffic control.
11. "Indemnifying Party" means a party to this agreement when the party is providing protection for a particular Covered Claim.
12. "Protected Party" means a party to this agreement when the party is receiving the benefit of protection for a particular Covered Claim.
13. "Recipient" means a party to this agreement when the party receives Confidential Information from the other party.
14. "Telemetry Data" means the data, such as license details, device and network identifiers, sent by the Software to the Company server.
15. "Usage Data" means data and information about the provision, use, and performance of the Software and related offerings based on Customer's or User's use of the Software.
16. "User" means any individual who uses the Software on Customer's behalf or through Customer's account.
17. "Device" means a single physical computer, workstation, server, or virtual machine instance on which the Software is installed and executed.
18. "Subscription" means the time-limited commercial agreement granting Customer the right to use one or more Licenses of the Software during the applicable Subscription Period.
19. "Subscription Period" means the duration of an active Subscription beginning on the Subscription Date and ending upon expiration or termination of the Subscription.
20. "License" means a single authorized installation and use of the Software on one device during an active Subscription Period.
21. "Customer Content" means any data, files, prompts, training datasets, models, or information submitted to the Software by Customer or Users.

22. "Documentation" means the official user guides, manuals, or technical materials provided by Company describing the Software.