

Berrie AI Incorporated

Master Software License Agreement

These Master Software License Agreement terms ("Master Agreement") govern each Order Form between Berrie AI Incorporated ("Provider") and the customer identified in the applicable Order Form ("Customer") that incorporates this Master Agreement.

1. Software

1.1 **License.** During the Subscription Period and subject to the terms of this Agreement, Provider grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as permitted in Section 10.6 (Assignment)) license to install and use the Software on systems owned or controlled by Customer or its Affiliates for the Permitted Uses. Unless otherwise specified in the applicable Order Form, Customer may deploy and use an unlimited number of instances of the Software and may onboard an unlimited number of users, teams, projects, organizations, virtual keys, and internal applications for Customer's and its Affiliates' internal business purposes. Customer is responsible for its Affiliates' and Users' compliance with this Agreement. Customer's use of the Software is subject to the License Limits stated in the applicable Order Form, including the selected Package Tier, Subscription Period, Annual SGR Allocation, Fair Use Buffer, any purchased Additional Upfront Capacity, Additional Upfront Capacity Rate, Additional In-Arrears Capacity Rate, Permitted Uses, and any other limits stated in the applicable Order Form. If a Customer Affiliate enters a separate Order Form with Provider, the Customer's Affiliate creates a separate agreement between Provider and that Affiliate, where Provider's responsibility to the Affiliate is individual and separate from Customer and Customer is not responsible for its Affiliate's separate agreement.

1.2 **User Accounts.** If Customer's Users create an account in connection with use of the Software (including to seek support or participate in community activities through Provider's website), Customer is responsible for all actions on Users' 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 Provider if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.3 **Open Source Software.** If the Software contains Open Source Software, Provider will provide any notices, source code, or other materials to the extent required by the applicable Open Source Software license. To the extent required by an applicable Open Source Software license, the terms of such license will govern the applicable Open Source Software and supersede any inconsistent restrictions in this Agreement. Provider will make available any source code, notices, or other materials required to be provided under the applicable Open Source Software license.

1.4 **Updates.** During the Subscription Period, Provider will provide to Customer, at no additional charge, Updates, including, if applicable, updated Documentation that Provider makes generally available to its customers who have purchased the same Product and Services as Customer. Customer will install all Updates as soon as practicable after receipt.

1.5 **Reservation of Rights.** Provider and its licensors retain all right, title, and interest in and to the Product, whether developed before or after the Effective Date. Except as expressly authorized by Provider in writing, no rights or licenses are granted to Customer in Provider's names, logos, trademarks, service marks, or other brand identifiers.

1.6 **Third-Party Models and Outputs.** Customer acknowledges that the Software facilitates Customer's access to and management of third-party and customer-hosted AI models. Provider does not develop, train, own, operate, or control such models or their outputs and is not responsible for the availability, accuracy, legality, reliability, performance, or content of any responses generated by such models. Customer is solely responsible for selecting, configuring, enabling, and using any third-party or customer-hosted AI models accessed through the Software and for evaluating the suitability of any model outputs for Customer's intended use.

2. Restrictions & Obligations

2.1 Restrictions on Customer.

a. Except as expressly permitted by this Agreement, or as otherwise required by Applicable Laws, 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 Product (except to the extent Applicable Laws prohibit this restriction); (ii) provide, sell/resell, transfer, sublicense, lend, distribute, rent, or otherwise make the Product available to any third party, except to Customer's Affiliates and authorized contractors acting solely on Customer's behalf and subject to confidentiality and use restrictions no less protective than those contained in the Agreement; (iii) remove any proprietary notices or labels; (iv) copy, modify, or create derivative works of the Product; (v) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms in the Product, including any such mechanism used to restrict or control the functionality of the Product; (vi) release, publish, or otherwise make available to any third party the results of any performance or functional evaluation of the Product without Provider's prior written approval, or use the Product to develop a competing service or product; (vii) use, incorporate, embed, white-label, bundle, distribute, or otherwise make the Product or any material functionality of the Product available as part of a product, service, platform, managed service, or other commercial offering for the benefit of third parties, including on an OEM, embedded, hosted, or service bureau basis, except pursuant to a separate written agreement with Provider expressly authorizing such use; (viii) attempt to gain unauthorized access to any component or portion of the Product, or obtain or attempt to obtain any materials or information made available through the Product that are not intentionally made available by Provider to Customer or its Users; (ix) use the Product with any High Risk Activity or with any activity prohibited by Applicable Laws; or (x) use the Product in any Embargoed Country or allow use of the Product by a person or entity with whom dealings are prohibited under applicable U.S. export control or economic sanctions laws or regulations.

b. Use of the Product must comply with all Documentation and License Limits.

2.2 **Suspension.** If Customer (a) fails to pay any undisputed amount when due and does not cure such failure within 10 days after written notice from Provider; (b) breaches Section 2.1 (Restrictions on Customer); or (c) uses the Product in violation of the Agreement or in a way that materially and negatively impacts the Product or others, then Provider may temporarily suspend Customer's access to the Product or Services. Except where Provider reasonably determines that immediate suspension is necessary to prevent or mitigate material harm, security risk, unlawful activity, or material disruption to the Product or others, Provider will provide Customer at least 10 days' prior notice of a suspension under clauses (b) or (c) and an opportunity to cure the applicable issue where reasonably capable of cure. Provider will reinstate

Customer's access to the Product without undue delay after Customer resolves the underlying issue. For clarity, Provider will not suspend Customer under clause (a) with respect to amounts that Customer disputes in good faith.

3. Payment & Taxes

3.1 Fees. Unless the Order Form specifies a different currency, all Fees are in U.S. Dollars and are exclusive of taxes. Except for the prorated refund of prepaid Fees allowed with specific termination rights given in the Agreement, Fees are non-refundable.

3.2 Invoicing. For a Payment Process with invoicing, Provider will send invoices for all Fees according to the Payment Process and any applicable Order Form terms. Unless the Order Form states otherwise, recurring subscription Fees are invoiced in advance and agreed or required additional capacity Fees may be invoiced as stated in the Order Form.

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

3.4 Taxes. Customer is responsible for all duties, taxes, and levies that apply to Fees, including sales, use, VAT, GST, or withholding, that Provider itemizes and includes in an invoice. However, Customer is not responsible for Provider's income taxes.

3.5 Payment. Customer will pay Provider Fees and taxes in U.S. Dollars, unless the Order Form specifies a different currency, according to the Payment Process.

3.6 Payment Dispute. If Customer has a good-faith disagreement about the Fees charged or invoiced, Customer must notify Provider about the dispute before payment is due, or within 30 days of an automatic payment if applicable, 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, each party may pursue any remedies available under the Agreement or Applicable Laws.

4. Term & Termination

4.1 Order Form and Agreement. The Master Agreement will commence on the Effective Date. Each Order Form and the applicable Subscription Period will commence on the applicable Order Date and continue through the Subscription Period unless earlier terminated in accordance with this Agreement.

4.2 Master Agreement Term. The Master Agreement will start on the Effective Date and continue for the longer of one year or until all Order Forms governed by the Master Agreement have expired or have been terminated.

4.3 Termination. Either party may terminate the Master Agreement or an Order Form immediately:

- a. if the other party fails to cure a material breach of the Master Agreement or an Order Form within 30 days after receiving notice describing the breach;
- b. upon notice if the other party (i) materially breaches the Master Agreement or an Order Form 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.

4.4 Force Majeure. Neither party will be liable for a delay or failure to perform its obligations under this Agreement if and to the extent caused by a Force Majeure Event. Either party may terminate an affected Order Form upon notice if a Force Majeure Event prevents Provider from materially providing the Product or Services for 30 or more consecutive days. In that case, Provider will pay Customer a prorated refund of any prepaid Fees for the remainder of the Subscription Period following the effective date of termination. A Force Majeure Event does not excuse Customer's obligation to pay Fees when due, including any Fees accrued prior to termination under this Section 4.4 (Force Majeure).

4.5 Effect of Termination. Termination of the Master Agreement will automatically terminate all Order Forms governed by the Master Agreement. Upon any expiration or termination:

- a. Customer will no longer have any right to use the Product and will follow the Deletion Procedure to remove the Software.
- b. Except as expressly provided in this Agreement, expiration or termination will not relieve Customer of its obligation to pay any Fees accrued or payable before the effective date of expiration or termination.
- c. If Customer terminates an Order Form under Section 4.3(a) or Section 4.3(b)(i) due to Provider's material breach, Provider will refund to Customer any prepaid Fees allocable to the period following the effective date of termination.
- d. If Provider terminates an Order Form under Section 4.3(a) or Section 4.3(b)(i) due to Customer's material breach, all unpaid Fees committed under the applicable Order Form for the remainder of the then-current Subscription Period will become immediately due and payable.

4.6 Survival.

a. The following sections will survive expiration or termination of the Agreement: Section 1.3 (Open Source Software) to the extent required by any applicable Open Source Software license; Section 1.5 (Reservation of Rights); Section 2.1 (Restrictions on Customer); Section 3 (Payment & Taxes) for amounts accrued, payable, or otherwise surviving under an Order Form before or as a result of expiration or termination; Section 4.5 (Effect of Termination); Section 4.6 (Survival); Section 5 (Representations & Warranties) solely for breaches occurring before expiration or termination; Section 6 (Disclaimer of Warranties); Section 7 (Limitation of Liability); Section 8 (Indemnification); Section 9 (Confidentiality); Section 10 (General Terms); and Section 11 (Definitions).

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 9 (Confidentiality) will continue to apply to retained Confidential Information and Recipient may not access Discloser's Confidential Information except as required by Applicable Laws.

5. Representations & Warranties

5.1 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; and (c) it will comply

with all Applicable Laws in performing its obligations or exercising its rights in this Agreement.

5.2 **Provider Warranty.** Provider warrants that, during the Subscription Period, the Software will substantially conform in all material respects to the specifications set forth in the Documentation when installed, operated, and used according to the Agreement.

5.3 **Warranty Exclusions.** The warranty in Section 5.2 (Provider Warranty) does not apply to, nor will Provider be responsible or liable for, any issues arising from: (a) Software that has been modified or damaged by Customer or its Users or agents; (b) use of the Software in a manner other than as permitted by the Agreement, including using the Software in combination with any software, hardware, firmware, system, or networks not provided, approved, or intended for use with the Software; (c) Customer's failure to properly install Updates within a reasonable amount of time; or (d) Customer's breach of this Agreement or acts or omissions of Customer, its Users, or agents, but only to the extent the breach, act, or omission caused the applicable issue.

5.4 **Provider Warranty Remedy.** If Provider breaches the warranty in Section 5.2 (Provider Warranty), Provider will, at its option and as applicable: (a) repair or replace any damaged or defective Software; (b) amend, supplement, or replace any inaccurate Documentation; or (c) replace the Software with a functionally equivalent alternative, in which case the new software will, upon install or deployment, constitute Software under this Agreement. If Provider is unable to remedy the breach as described in (a) through (c) within a reasonable time period, either party may terminate the affected Order Form and Customer shall receive a prorated refund of prepaid Fees for the remainder of the Subscription Period after the effective date of termination. This Section 5.4 (Provider Warranty Remedy) describes Customer's exclusive remedy and Provider's entire liability for a breach or alleged breach of Section 5.2 (Provider Warranty).

6. Disclaimer of Warranties

Provider makes no guarantees that the Product will always be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections or comply with regulatory requirements applicable to Customer (except where specified in this Agreement or in the event Provider has an independent obligation to comply with such requirements in accordance with its provision of the Product or Services). The warranties in Section 5 (Representations & Warranties) do not apply to any misuse or unauthorized modification of the Product, nor to any product or service provided by anyone other than Provider. EXCEPT FOR THE WARRANTIES IN SECTION 5 (REPRESENTATIONS & WARRANTIES), PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR USAGE OF TRADE. These disclaimers apply to the maximum extent permitted by Applicable Laws.

7. Limitation of Liability

7.1 Liability Caps.

a. Except as provided in Section 7.4 (Exceptions), each party's total cumulative liability for all claims arising out of or relating to this Agreement will not be more than the General Cap Amount.

b. If there are Increased Claims, each party's total cumulative liability for all Increased Claims arising out of or relating to this Agreement will not be more than the Increased Cap Amount.

7.2 **Damages Waiver.** Except as provided in Section 7.4 (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. Examples of these types of damages include lost or otherwise corrupted data, cost of replacement of or restoration of data, delays or failure to transmit or receive data, business interruption, failure to realize expected savings, cost of substitute products or services, loss of goodwill, or reputational damage.

7.3 **Applicability.** The limitations and waivers contained in Sections 7.1 (Liability Caps) and 7.2 (Damages Waiver) apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.

7.4 **Exceptions.** The liability cap in Section 7.1(a) does not apply to any Increased Claims. Section 7.1 (Liability Caps) does not apply to any Unlimited Claims. Section 7.2 (Damages Waiver) does not apply to any Increased Claims, any breach of Section 9 (Confidentiality), or Customer's breach of Section 1.1 (License) or Section 2.1 (Restrictions on Customer). Nothing in this Agreement will limit, exclude, or restrict a party's liability to the extent prohibited by Applicable Laws.

8. Indemnification

8.1 **Protection by Provider.** Provider will indemnify, defend, and hold harmless Customer from and against all Provider Covered Claims brought by an unaffiliated third-party, and all out-of-pocket damages, awards, settlements, costs, and expenses, including reasonable attorneys' fees and other legal expenses, that arise from the Provider Covered Claims.

8.2 **Protection by Customer.** Customer will indemnify, defend, and hold harmless Provider from and against all Customer Covered Claims brought by an unaffiliated third-party, 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.

8.3 **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, provided that delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such delay; (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 settle a Covered Claim in a manner that requires the Protected Party to admit fault, incur liability not fully satisfied by the Indemnifying Party, or accept any material non-monetary obligation without the Protected Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8.4 **Changes to Product.** If required by settlement or court order, or if deemed reasonably necessary in response to a Provider Covered Claim, Provider may: (a) obtain the right for Customer to continue using the Product; (b) replace or modify the affected component of the Product without materially reducing the general functionality of the Product; or (c) if neither (a) nor (b) are reasonable, terminate the affected Order Form and issue a pro-rated refund of prepaid Fees for the remainder of the Subscription Period.

8.5 **Exclusions.** Provider's obligations as an Indemnifying Party will not apply to Provider Covered Claims that result from (i) modifications to the Product that were not authorized by Provider or that were made in compliance with Customer's instructions; (ii) unauthorized use of the Product by Customer, including Customer's use in violation of this Agreement; (iii) use of the Product in combination

with items not provided or approved by Provider (including in the documentation), if the Covered Claim would not have arisen without such combination and the combination is neither described nor contemplated by the Documentation; or (iv) use of an old version of the Product where an Update would have avoided the Provider Covered Claim.

8.6 **Exclusive Remedy.** This Section 8 (Indemnification), together with any termination rights, describes each Protected Party's exclusive remedy and each Indemnifying Party's entire liability for a Covered Claim.

9. Confidentiality

9.1 **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 any third party. Recipient will protect Discloser's Confidential Information using at least the same degree of care Recipient uses to protect its own confidential information of a similar nature but no less than a reasonable standard of care.

9.2 **Exclusions.** Confidential Information does not include information that Recipient can demonstrate (a) was known by Recipient without any obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly available through no breach of this Agreement by Recipient; (c) is received by Recipient from a third party without an obligation of confidentiality and without breach of any obligation owed to Discloser; or (d) is independently developed by Recipient without use of or reference to Discloser's Confidential Information.

9.3 **Required Disclosures.** Recipient may disclose Discloser's Confidential Information to the extent required by Applicable Laws or legal process, provided that, unless prohibited by Applicable Laws, Recipient gives Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser's expense, with Discloser's efforts to seek confidential treatment or other appropriate protection for the Confidential Information.

9.4 **Permitted Disclosures.** Recipient may disclose Discloser's Confidential Information to its Affiliates, employees, contractors, advisors, and other representatives who have a need to know such Confidential Information for purposes related to this Agreement (collectively, "Representatives"), provided that such Representatives are subject to confidentiality obligations or professional duties of confidentiality that are at least as protective as those set forth in this Section 9 (Confidentiality). Recipient will be responsible for any breach of this Section 9 by its Representatives to whom it discloses Confidential Information. In addition, Provider may use and disclose Customer's Confidential Information as reasonably necessary to provide and support the Product and Services.

9.5 Upon the written request of the Discloser, the Recipient will, without undue delay, return or destroy Discloser's Confidential Information in Recipient's possession or control, provided that Recipient may retain Confidential Information (a) contained in routine backup, archival, or disaster-recovery systems and not accessible in the ordinary course of business; or (b) to the extent required by Applicable Laws or Recipient's legal, compliance, tax, accounting, or document-retention purposes. Any Confidential Information retained under this Section will remain subject to the confidentiality obligations of this Agreement for so long as it is retained.

10. General Terms

10.1 **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. Provider 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, procurement system, or online vendor portal will modify or supplement this Agreement unless expressly agreed to in a written agreement signed by an authorized Provider representative, regardless of any contrary terms in such documentation, system, or portal.

10.2 **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. Provider may update the version of this Master Agreement posted on its website from time to time, but no such update will modify an Agreement already entered into by the parties unless the parties expressly agree otherwise in writing. An updated version may apply to a subsequent Order Form if that Order Form expressly incorporates the updated version.

10.3 **Governing Law and Chosen Courts.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in Delaware, and each party irrevocably submits to the exclusive jurisdiction of those courts.

10.4 **Injunctive Relief.** Despite Section 10.3 (Governing Law and Chosen Courts), a breach of Section 9 (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 9 (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 the need to post a bond and without limiting its other rights or remedies.

10.5 **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.

10.6 **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.

10.7 **Beta Products.** If Provider gives Customer access to a Beta Product, the Beta Product is provided "AS IS" and Section 5.2 (Provider Warranty) does not apply to any Beta Products. Customer acknowledges that Beta Products are experimental in nature and may be modified or removed at Provider's discretion with or without notice.

10.8 **Notices.** Any notice, request, or approval about the Agreement must be in writing and sent to the **Notice Address**. Notices will be deemed received (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery. Notices to Provider must be copied via email to Legal@berri.ai to be effective.

10.9 **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.

10.10 **No Third-Party Beneficiary.** There are no third-party beneficiaries of this Agreement.

10.11 **Export Controls.** Customer may not remove or export from the United States or allow the export or re-export of the Product or any related technology or materials in violation of applicable United States export control or economic sanctions laws or regulations, including those administered by the United States Department of Commerce or U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer represents and warrants that it is not (a) organized, located or ordinarily resident in an Embargoed Country; (b) an entity organized under the laws of an Embargoed Country; (c) designated on any list of prohibited, restricted, or blocked persons maintained by the U.S. government, including OFAC's Specially Designated Nationals and Blocked Persons List; or (d) 50% or more, directly or indirectly, individually or in the aggregate, owned by one or more persons described in clause (c). Provider may terminate this Agreement immediately without notice or liability, if Provider reasonably determines that such termination is necessary to comply with applicable U.S. export control or economic sanctions laws.

10.12 **Government Rights.** The Software is deemed "commercial items" or "commercial computer software" according to FAR section 12.212 and DFARS section 227.7202, and the Documentation is "commercial computer software documentation" according to DFARS section 252.227-7014(a)(1) and (5). Any use, modification, reproduction, release, performance, display, or disclosure of the Product by the U.S. Government will be governed solely by the terms of this Agreement and all other use is prohibited.

10.13 **Anti-Bribery.** Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Provider or Customer in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

10.14 **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.

10.15 **Electronic Execution.** An Order Form may be executed in counterparts and by electronic signature or acceptance mechanism. Each counterpart will be deemed an original and all counterparts together constitute one instrument.

10.16 **No Publicity.** Provider will not publicly refer to Customer as its client or customer, and will not publicly use the name(s), trademarks, trade names, service marks, logos, and other marks (collectively, "Marks") of Customer in any manner, including advertising, marketing materials and lists, case studies and white papers, client lists, and publicity releases without securing the prior written approval of Customer.

10.17 **Feedback.** Customer may be asked to voluntarily provide Provider with Feedback but has no obligation to do so. If Customer chooses to do so, Customer grants to Provider a perpetual and irrevocable license to use Feedback for any purpose (provided however that Customer and its Users are not identified as the source of such Feedback), including incorporating the Feedback into the Product, Software or Services, or using the Feedback to develop and improve the Product, Software or Services and other Provider products or services without attribution or compensation. Provider acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind.

11. Definitions

11.1 **"Affiliate"** means an entity owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

11.2 **"Agreement"** means, with respect to an Order Form, this Master Agreement and that Order Form, including any documents expressly incorporated into either by reference.

11.3 **"Applicable Data Protection Laws"** means the Applicable Laws that govern how the Product may process or use an individual's personal information, personal data, personally identifiable information, or other similar term.

11.4 **"Applicable Laws"** means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern Provider or Customer.

11.5 **"Beta Product"** means an early or prerelease feature or version of the Product that is identified as beta or similar, or a version of the Product that is not generally available.

11.6 **"Confidential Information"** means information in any form disclosed by or on behalf of a Discloser, including before the Effective 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 and terms of this Agreement and each Order Form. Provider's Confidential Information includes non-public information about the Product and Services.

11.7 **"Covered Claim"** means either a Provider Covered Claim or Customer Covered Claim.

11.8 **"Customer Covered Claim"** means any action, proceeding, or claim arising from Customer's or any User's unauthorized distribution or provision of the Product to a third party in violation of Section 2.1(a)(ii), unlawful use of the Product, or use of the Product in violation of applicable sanctions or export restrictions.

11.9 **"Discloser"** means a party to this Agreement when the party is providing or disclosing Confidential Information to the other party.

11.10 **"Documentation"** means the usage manuals and instructional materials for the Software available at <https://docs.litellm.ai/docs/> and <https://litellm-api.up.railway.app/>.

11.11 **"Effective Date"** means the Order Date of the first Order Form entered into between Provider and Customer that incorporates this Master Agreement.

11.12 **"Embargoed Country"** means any country or territory that is, at the applicable time, subject to comprehensive U.S. economic sanctions or embargoes that generally prohibit the provision of the Product to persons located in such country or territory.

11.13 **"Feedback"** means suggestions, feedback, or comments about the Product, Services, or related offerings.

11.14 **"Fees"** means the applicable amounts described in an Order Form.

11.15 **"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 unpredicted natural disasters like a major earthquake, war, pandemic, riot, act of terrorism, or public utility or internet failure.

11.16 **"General Cap Amount"** means one (1.0) times the Fees paid or payable by Customer to Provider under the applicable Agreement during the 12-month period immediately preceding the event giving rise to the claim.

11.17 **"High Risk Activity"** means any situation where the use or failure of the Product could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include full or partial autonomous vehicle technology, medical life-support technology, emergency response services, nuclear facilities operation, and air traffic control.

11.18 **"Increased Cap Amount"** means three (3.0) times the Fees paid or payable by Customer to Provider under the applicable Agreement during the 12-month period immediately preceding the event giving rise to the claim.

11.19 **"Increased Claims"** means (a) a party's breach of Section 9 (Confidentiality), and (b) an Indemnifying Party's indemnification obligations under Section 8.

11.20 **"Indemnifying Party"** means a party to this Agreement when the party is providing protection for a particular Covered Claim.

11.21 **"Master Agreement"** means these Master Software License Agreement terms and any documents expressly incorporated herein by reference.

11.22 **"OFAC"** means the United States Department of Treasury's Office of Foreign Assets Control.

11.23 **"Open Source Software"** means software that is distributed under a license approved by the Open Source Initiative or under any other license commonly understood to be an open source, free software, or copyleft license.

11.24 **"Order Form"** means an ordering document between Provider and Customer that sets forth the applicable business terms for the Software or Services, including any documents referenced in or attached to that Order Form.

11.25 **"Personal Data"** will have the meaning(s) set forth in the Applicable Data Protection Laws for personal information, personal data, personally identifiable information, or other similar term.

11.26 **"Product"** means the Software and Documentation.

11.27 **"Protected Party"** means a party to this Agreement when the party is receiving the benefit of protection for a particular Covered Claim.

11.28 **"Provider Covered Claim"** means any action, proceeding, or claim that the Software, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

11.29 **"Recipient"** means a party to this Agreement when the party receives Confidential Information from the other party.

11.30 **"Services"** means the support and maintenance services described in the Order Form.

11.31 **"Software"** means the product described in the Order Form and any Updates provided by Provider.

11.32 **"Unlimited Claims"** means (a) Customer's breach of Section 2.1 (Restrictions on Customer), and (b) a party's gross negligence or willful misconduct.

11.33 **"Updates"** means updates and maintenance releases to the Software made available by Provider to Customer.

11.34 **"Usage Data"** means data and information about the provision, use, and performance of the Product and related offerings based on Customer's or User's use of the Product.

11.35 **"User"** means any individual who uses the Product on Customer's behalf or through Customer's account.