

Berrie AI Incorporated d/b/a LiteLLM End User License Agreement

This End User License Agreement ("EULA") governs access to and use of LiteLLM software by the entity identified as the end customer in connection with a purchase through an authorized reseller ("Customer"). By executing or accepting an ordering document that references this EULA, or by accessing or using the Software following such acceptance, Customer agrees to this EULA. The individual accepting this EULA on behalf of Customer represents that they have authority to bind Customer. Berrie AI Incorporated is referred to as "Provider".

1. Software

1.1 **License.** During the Subscription Period and subject to the terms of this EULA and the applicable Subscription Details, Provider grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as permitted in Section 10.5 (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 Subscription Details, 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 EULA.

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 EULA. 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 EULA. 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, without additional charge from Provider, 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 commencement of this EULA. 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 EULA or the applicable Subscription Details, 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 EULA; (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. Customer's use of the Product must comply with this EULA, the applicable Subscription Details, and the Documentation.

2.2 **Suspension.** Provider may suspend Customer's access to the Product or Services if (a) Customer breaches Section 2.1 (Restrictions on Customer); (b) Customer uses the Product in violation of this EULA or in a way that materially and negatively impacts the Product or others; or (c) the authorized reseller through which Customer obtained the Product fails to satisfy the applicable payment or other obligations to Provider that are necessary for Customer's continued access to the Product. Provider may elect to continue Customer's access notwithstanding clause (c), including by arranging for Customer to purchase directly from Provider or through another reseller. 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 (a) or (b) and an opportunity to cure the applicable issue where reasonably capable of cure. For a suspension under clause (c), Provider will provide Customer reasonable advance notice where reasonably practicable, but Customer will not be entitled to any additional cure period applicable

to the reseller's obligations. Provider will reinstate Customer's access to the Product without undue delay after the underlying basis for suspension has been resolved or Provider has arranged for Customer's continued access through another purchasing arrangement.

3. Reseller Purchases and Usage Reporting

3.1 Reseller Purchases. Customer's purchase of the Product, including all pricing, invoicing, payment, taxes, refunds and credits, is between Customer and the applicable authorized reseller. Provider is not responsible for the reseller's acts or omissions or for any terms separately agreed between Customer and the reseller.

3.2 Refunds and Credits. If this EULA provides for termination that gives rise to any refund or credit attributable to Customer's subscription, Provider will provide any applicable refund or credit to the reseller from which the subscription was purchased in accordance with Provider's agreement with that reseller. Customer's rights to receive any corresponding refund or credit from the reseller are governed by Customer's agreement with the reseller. Provider will have no obligation to make any such payment directly to Customer unless Provider expressly agrees otherwise in writing.

3.3 Usage Reporting. Customer will reasonably cooperate with Provider in determining Customer's actual usage against the applicable usage entitlements in the Subscription Details and will provide reasonably sufficient usage information requested by Provider, including available usage exports or metrics. If reasonably sufficient usage information is not timely provided, Provider may determine Customer's usage using the best information reasonably available to Provider, subject to adjustment upon receipt of supportable usage records.

4. Term & Termination

4.1 Term. This EULA begins when Customer accepts it and continues for so long as Customer is authorized to use the Software under the applicable Subscription Details unless earlier terminated in accordance with this EULA.

4.2 Termination. Either party may terminate this EULA if the other party (a) materially breaches this EULA and fails to cure such breach within 30 days after receiving written notice describing the breach, or (b) materially breaches this EULA in a manner that is not capable of cure. Provider may also terminate this EULA or Customer's applicable subscription if the agreement under which the applicable reseller acquired the Product for Customer ceases to remain in effect before the end of Customer's applicable Subscription Period, unless Provider elects to continue Customer's access directly or through another authorized reseller.

4.3 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this EULA to the extent caused by circumstances beyond its reasonable control, provided that the affected party uses commercially reasonable efforts to mitigate the effects of such circumstances. If such circumstances prevent Provider from materially providing the Product or Services for 30 or more consecutive days, either party may terminate the affected subscription upon written notice, and Customer will be entitled to a prorated refund or credit attributable to the unused remainder of the applicable Subscription Period, which will be handled in accordance with Section 3.2 (Refunds and Credits).

4.4 Effect of Expiration or Termination. Upon expiration or termination of Customer's applicable subscription or this EULA: (a) Customer will cease use of the Product and uninstall or delete the Software; (b) expiration or termination will not affect any rights, remedies, obligations, or liabilities accrued before the effective date of termination; and (c) if Customer terminates under Section 4.2 due to Provider's material breach, Customer will be entitled to a prorated refund or credit attributable to the unused remainder of the applicable Subscription Period, which will be handled in accordance with Section 3.2 (Refunds and Credits); and (d) if Provider terminates under Section 4.2 due to Customer's material breach, Customer will not be entitled to any refund or credit attributable to the terminated subscription. Customer's payment obligations to the applicable reseller are governed by Customer's agreement with that reseller.

4.5 Survival. Sections 1.3 (Open Source Software), 1.5 (Reservation of Rights), 2.1 (Restrictions on Customer), 3 (Reseller Purchases and Usage Reporting), 4.4 (Effect of Expiration or Termination), 4.5 (Survival), 5 (Representations & Warranties) solely with respect to breaches occurring before expiration or termination, 6 (Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Indemnification), 9 (Confidentiality), 10 (General Terms), and any definitions necessary to interpret the foregoing provisions will survive expiration or termination of this EULA.

5. Representations & Warranties

5.1 Mutual. Each party represents that it has authority to enter into this EULA and will comply with Applicable Laws in exercising its rights and performing its obligations under it.

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 in accordance with this EULA, the applicable Subscription Details, and the Documentation.

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 this EULA or the applicable Subscription Details, 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 EULA 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 EULA. If Provider is unable to remedy the breach as described in (a) through (c) within a reasonable time period, either party may terminate Customer's affected subscription, and Customer will be entitled to a prorated refund or credit attributable to the unused remainder of the applicable Subscription Period, which will be handled in accordance with Section 3.2 (Refunds and Credits). 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 EULA 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 EULA 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 EULA 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 EULA, 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 EULA 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 Customer's applicable subscription for the affected Product, and Customer will be entitled to a prorated refund or credit attributable to the unused remainder of the applicable Subscription Period, which will be handled in accordance with Section 3.2 (Refunds and Credits).

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 EULA or the applicable Subscription Details; (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.

8.7 No Double Recovery. Customer may not recover more than once for the same loss, liability, cost, or expense. Provider's obligations under this Section 8 will be reduced to the extent Customer has received compensation for the same loss, liability, cost, or expense from the applicable reseller or another third party.

9. Confidentiality

9.1 Protection and Permitted Use. Each party receiving Confidential Information ("Recipient") will use the other party's ("Discloser") Confidential Information only as necessary to exercise its rights or perform its obligations under this EULA and will not disclose such Confidential Information to any third party except as permitted by this Section. Recipient will protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but no less than reasonable care. Recipient may disclose Confidential Information to its Affiliates, employees, contractors, advisors, and other representatives who have a need to know the information for purposes related to this EULA and who are subject to confidentiality obligations or professional duties of confidentiality at least as protective as those set forth herein. Recipient will be responsible for any breach of this Section by such representatives. Provider may use and disclose Customer's Confidential Information as reasonably necessary to provide and support the Product and Services.

9.2 Exclusions and Required Disclosures. Confidential Information does not include information that Recipient can demonstrate: (a)

was known by Recipient without an obligation of confidentiality before disclosure by Discloser; (b) is or becomes publicly available through no breach of this EULA 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. Recipient may disclose 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 and reasonably cooperates, at Discloser's expense, with Discloser's efforts to seek confidential treatment or other appropriate protection.

9.3 Return and Retention. Upon Discloser's written request, Recipient will, without undue delay, return or destroy Discloser's Confidential Information in Recipient's possession or control, except that Recipient may retain Confidential Information contained in routine backup, archival, or disaster-recovery systems that is not accessible in the ordinary course of business, or to the extent required by Applicable Laws or Recipient's legal, compliance, tax, accounting, or document-retention requirements. Any retained Confidential Information will remain subject to this Section for so long as it is retained.

10. General Terms

10.1 Entire Agreement. This EULA, together with the applicable Subscription Details and any documents expressly incorporated into this EULA by reference, constitutes the entire agreement between Provider and Customer regarding Customer's use of the Product and supersedes all prior or contemporaneous agreements or communications between Provider and Customer regarding that subject. Except for the applicable Subscription Details and Customer's acceptance of this EULA through authorized reseller ordering documentation, Provider expressly rejects any additional or different terms included in any Customer purchase order or other Customer documentation. No terms or conditions in any Customer documentation, procurement system, or online vendor portal will modify or supplement this EULA or the applicable Subscription Details unless expressly agreed to in writing by an authorized Provider representative.

10.2 Modifications, Severability, and Waiver. Any waiver, modification, or change to this EULA must be in writing and signed or electronically accepted by each party. If any provision of this EULA is determined to be invalid or unenforceable, the remaining provisions will remain in effect. A party's failure to enforce any provision or exercise any right will not constitute a waiver. Provider may update the version of this EULA posted on its website from time to time, but an update will not modify the EULA already accepted by Customer unless Customer expressly agrees to the updated version.

10.3 Governing Law and Chosen Courts. This EULA 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 EULA 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 Assignment. Neither party may assign any rights or obligations under this EULA without the prior written consent of the other party. However, either party may assign this EULA 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 EULA relates. Any attempted but non-permitted assignment is void. This EULA will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

10.6 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.

10.7 Notices. Any legal notice under this EULA must be in writing and sent by email. Notices to Provider must be sent to Legal@berri.ai. Notices to Customer may be sent to the email address associated with Customer's account, provided by Customer or the applicable reseller in connection with Customer's subscription, or otherwise designated by Customer for notices. Notices will be effective upon confirmed transmission, provided that the sender does not receive an automated notice of failed delivery.

10.8 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.

10.9 No Third-Party Beneficiary. There are no third-party beneficiaries of this EULA.

10.10 Reseller Relationship. The applicable reseller is an independent third party and is not Provider's agent and has no authority to bind Provider or modify this EULA. Provider is not responsible for any representation, warranty, commitment, or other term made or agreed to by the applicable reseller unless expressly authorized by Provider in writing.

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 EULA 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 EULA and all other use is prohibited.

10.13 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 EULA.

10.14 **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.

10.15 **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 **"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.

11.3 **"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.

11.4 **"Confidential Information"** means information in any form disclosed by or on behalf of a Discloser to a Recipient in connection with this EULA 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 EULA and any non-public Subscription Details. Provider's Confidential Information includes non-public information about the Product and Services.

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

11.6 **"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.

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

11.8 **"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/>.

11.9 **"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.

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

11.11 **"Fees"** means the amounts paid or payable to Provider by the applicable authorized reseller for Customer's subscription to the Product.

11.12 **"General Cap Amount"** means the Fees paid or payable to Provider by the applicable reseller for Customer's subscription during the 12-month period immediately preceding the event giving rise to the claim.

11.13 **"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.

11.14 **"Increased Cap Amount"** means three (3.0) times the Fees paid or payable to Provider by the applicable reseller for Customer's subscription during the 12-month period immediately preceding the event giving rise to the claim.

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

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

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

11.18 **"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.

11.19 **"Permitted Uses"** means Customer's and its Affiliates' internal business purposes, unless otherwise specified in the applicable Subscription Details.

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

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

11.22 **"Provider Covered Claim"** means any action, proceeding, or claim that the Software, when used by Customer in accordance with this EULA and the applicable Subscription Details, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

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

11.24 **"Services"** means the support and maintenance services provided by Provider in connection with Customer's subscription, as specified in the applicable Subscription Details.

11.25 **"Software"** means the LiteLLM software made available to Customer under the applicable Subscription Details, including any Updates provided by Provider.

11.26 "**Subscription Details**" means, as applicable, the Subscription Period, package tier, license limits, usage entitlements, Permitted Uses, and other terms applicable to Customer's use of the Software, as identified in the ordering documentation provided to Customer by an authorized reseller or otherwise confirmed to Customer by Provider in writing.

11.27 "**Subscription Period**" means the period during which Customer is authorized to use the Software as stated in the applicable Subscription Details.

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

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

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