

AWS ALETYX DECISION CONTROL SANDBOX EULA**CRITICAL NOTICE: NON-PRODUCTION SANDBOX ENVIRONMENT**

THIS SOFTWARE IS PROVIDED EXCLUSIVELY AS A DEVELOPMENT SANDBOX ENVIRONMENT. IT IS NOT INTENDED, DESIGNED, TESTED, OR SUITABLE FOR PRODUCTION USE. CUSTOMER ACKNOWLEDGES AND AGREES THAT:

- NO PRODUCTION USE IS AUTHORIZED OR SUPPORTED
- NO DATA PERSISTENCE IS GUARANTEED; DATA LOSS MAY OCCUR AT ANY TIME
- NO SUPPORT, MAINTENANCE, OR SERVICE LEVEL AGREEMENTS ARE PROVIDED
- NO WARRANTY OF ANY KIND IS PROVIDED
- NO HIGH AVAILABILITY, DISASTER RECOVERY, OR BACKUP CAPABILITIES EXIST
- THE SOFTWARE MAY BE UNAVAILABLE, MODIFIED, OR DEPRECATED WITHOUT NOTICE

BY PROCEEDING, CUSTOMER EXPLICITLY ACKNOWLEDGES THESE LIMITATIONS AND ASSUMES ALL RISKS ASSOCIATED WITH SANDBOX USAGE.

These terms constitute the End User License Agreement (the “EULA”) between Aletyx, Inc., a Delaware corporation (“Aletyx”) and the entity or individual accepting these terms (“Customer” or “you”) for the Aletyx Decision Control Sandbox Amazon Machine Image (“AMI”) (the “Sandbox AMI” or “Software”) obtained through AWS Marketplace.

1. Agreement Formation and Hierarchy

1.1 Agreement Formation. This EULA governs your access to and use of the Sandbox AMI obtained through AWS Marketplace. By subscribing to, accessing, or using the Sandbox AMI, Customer accepts and agrees to be bound by this EULA. If you are accepting on behalf of an entity, you represent and warrant that you have authority to bind such entity.

1.2 Document Hierarchy. Your use of the Sandbox AMI is governed by: (a) your AWS Marketplace Order or subscription (“**Order**”), (b) any applicable Product-Specific Terms, (c) this EULA, and (d) any separately executed Aletyx General Terms. In case of conflict, the order of precedence shall be: Order → Product-Specific Terms → this EULA → General Terms, except where an Order explicitly provides otherwise. **For AWS Marketplace Orders where no separately executed Order Form exists, this EULA is self-contained and governs.**

1.3 AWS Marketplace Terms. Your use of AWS Marketplace and AWS infrastructure remains subject to your agreement with Amazon Web Services, Inc. AWS billing, infrastructure charges, and marketplace mechanics are governed exclusively by your AWS agreements.

2. License Grant

2.1 Limited Sandbox License. Subject to Customer’s compliance with this EULA and timely payment of all applicable fees through AWS Marketplace, Aletyx grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the License Term to: - Deploy the Sandbox AMI solely within Customer’s AWS account(s) associated with the Order - Use the Software exclusively for internal, non-production purposes including development, testing, evaluation, and training - Access and utilize the Model Context Protocol (MCP), decision authoring, workflow orchestration, and monitoring features - Permit Authorized Users to access the Software for permitted purposes

2.2 License Term. “**License Term**” means the period during which Customer launches and operates the Sandbox AMI under its AWS Marketplace Order.

2.3 Authorized Users. “**Authorized Users**” means Customer’s employees and contractors who: (a) require access for permitted purposes, (b) are acting solely for Customer’s benefit, (c) are bound by confidentiality obligations at least as protective as this EULA, and (d) have been informed of the sandbox limitations and non-production nature.

2.4 License Exclusions. This license explicitly excludes rights to: (a) use the Software in any production environment or for production purposes, (b) process regulated, sensitive, or production data, (c) modify or create derivative works of the Software itself, (d) reverse engineer, decompile, or disassemble the Software, except as required by applicable law, (e) remove or obscure proprietary notices, or (f) exceed scope limitations documented in the AWS Marketplace listing.

3. Sandbox Environment Limitations and Disclaimers

3.1 Development Environment Only. THE SANDBOX AMI IS PROVIDED EXCLUSIVELY AS A DEVELOPMENT AND EVALUATION ENVIRONMENT. IT IS NOT SUITABLE FOR PRODUCTION USE UNDER ANY CIRCUMSTANCES. Customer acknowledges and agrees that: - This is a sandbox environment with inherent limitations - No production workloads may be processed - System may reset, restart, or lose data without warning - Performance is not optimized for production scenarios - Security hardening may not meet production standards

3.2 Critical Technical Limitations: - **NO DATA PERSISTENCE:** All data may be lost at any time. Storage utilizes ephemeral or temporary mechanisms (including H2 in-memory database). Customer must export any valuable work immediately. - **NO RELIABILITY GUARANTEES:** Software may become unavailable, fail, or produce errors without notice or remedy. - **NO HIGH AVAILABILITY:** Single instance deployment only. No clustering, replication, failover, or disaster recovery capabilities. - **NO BACKUP OR RECOVERY:** No automated backup. No data recovery mechanisms. Customer assumes full risk of data loss. - **NO SERVICE LEVEL AGREEMENT:** Zero uptime commitment. No performance guarantees. No response time commitments. - **NO SUPPORT OBLIGATIONS:** No technical support provided. Documentation and community resources provided as-is without guarantee of accuracy or completeness.

3.3 Version Management and Deprecation. Aletyx may modify, update, or deprecate the Sandbox AMI at any time without liability. Aletyx may continue to make prior AMI versions available for a reasonable period; critical security issues may require immediate deprecation without notice.

3.4 NO FITNESS FOR PARTICULAR PURPOSE. CUSTOMER EXPLICITLY ACKNOWLEDGES THAT THE SANDBOX AMI IS NOT DESIGNED, INTENDED, OR CERTIFIED FOR ANY SPECIFIC USE CASE, INDUSTRY, OR REGULATORY REQUIREMENT.

4. Trial Period and Pricing

4.1 Trial Availability. If offered through AWS Marketplace, Customer may receive a 10-day free trial period during which software charges are waived. AWS infrastructure charges remain Customer's responsibility. Free trial eligibility is determined per AWS Account per product by AWS Marketplace; infrastructure fees are always billed by AWS.

4.2 Trial Conversion. Upon trial expiration, continued operation of the Sandbox AMI constitutes acceptance of paid subscription terms at current marketplace rates. Customer acknowledges AWS billing mechanics may result in charges before instance termination completes.

4.3 Subscription Fees. Post-trial fees are charged at rates specified in the AWS Marketplace listing based on hourly usage. All software charges are processed through AWS Marketplace billing. Infrastructure charges (EC2, EBS, data transfer) are billed separately by AWS.

4.4 Price Modifications. Aletyx reserves the right to modify pricing with 30 days' notice via AWS Marketplace listing updates. Current billing period pricing remains unchanged. Customer may terminate before new pricing takes effect.

5. Permitted and Prohibited Uses

5.1 Permitted Uses (Non-Production Only): - Internal development, testing, and proof of concept activities - Pre-production integration and validation in isolated environments - Training and educational purposes - Feature evaluation and technical assessment - API integration development for authorized purposes

5.2 Strictly Prohibited Uses: - **ANY PRODUCTION USE WHATSOEVER** - Processing of live, production, or customer-facing data - Processing of regulated data including but not limited to: HIPAA, PCI-DSS, GDPR-protected, ITAR, classified information - Mission-critical or time-sensitive operations - High-risk applications where failure could cause harm, loss, or liability - Revenue-generating activities or customer-facing deployments - Offering the Software as a service to third parties - Embedding in products distributed to third parties - Automated security testing or vulnerability scanning without prior written consent - Load testing beyond documented sandbox limitations - Publishing benchmarks or competitive analysis without Aletyx's written approval, to the extent permitted by law

6. Intellectual Property Rights and Customer Models

6.1 Aletyx Platform Technology. The Sandbox AMI, including its underlying platform, engines, algorithms, system architecture, APIs, Model Context Protocol implementation, workflow orchestration framework, user interfaces, and all improvements thereto, constitutes proprietary technology and trade secrets of Aletyx and its licensors ("**Aletyx Technology**"). All rights not expressly granted are reserved.

6.2 Customer Business Logic and Models. CUSTOMER RETAINS FULL OWNERSHIP OF: - **Customer Models:** All decision models, business rules, decision tables, and business logic created by Customer using the Software ("**Customer Models**") - **Customer Configurations:** Process definitions, workflows, and configurations created by Customer - **Customer Data:** All data input, uploaded, or processed through the Software - **Customer Intellectual Property:** Any pre-existing or independently developed Customer intellectual property

ALETYX CLAIMS NO OWNERSHIP RIGHTS IN CUSTOMER MODELS, CUSTOMER DATA, OR CUSTOMER'S BUSINESS LOGIC. Customer Models remain Customer's exclusive property. The license to use Aletyx Technology does not transfer any ownership of Customer-created content to Aletyx.

6.3 License to Operate. Customer grants Aletyx a limited, non-exclusive license during the License Term solely to process Customer Models and Customer Data as necessary to provide the licensed functionality. This operational license terminates upon EULA termination.

6.4 Separation of Rights. For clarity: - **Aletyx Owns:** The platform, runtime engine, execution framework, and system capabilities - **Customer Owns:** The business logic, decision rules, models, and configurations created using the platform - **No Commingling:** Customer's ownership of Customer Models is separate and distinct from Aletyx's ownership of Aletyx Technology

6.5 Export and Portability. Customer may export Customer Models in accordance with documented export functionalities. Exported models remain subject to Customer's ownership rights.

6.6 Feedback. Customer may provide suggestions, feedback, or recommendations regarding the Software ("**Feedback**"). Feedback excludes Customer Models and Customer Data. Aletyx may freely use Feedback without restriction or obligation to Customer.

7. Telemetry and Analytics

7.1 Technical Telemetry Only. Aletyx may collect aggregated, anonymized technical telemetry limited to: - Feature utilization metrics (which features are accessed, frequency of use) - Performance indicators (response times, resource consumption) - Error logs (sanitized of Customer Data and business logic) - Version and configuration information - Deployment characteristics

NO CUSTOMER BUSINESS LOGIC, DECISION RULES, DECISION OUTPUTS, CUSTOMER MODELS, OR CUSTOMER DATA IS COLLECTED OR TRANSMITTED.

7.2 Purpose. Telemetry is used exclusively for product improvement, feature prioritization, and aggregate usage analysis.

7.3 Customer Analytics. Any analytics or metrics about Customer's own usage visible within the Software interface remain Customer's property.

8. Customer Responsibilities and Risk Acknowledgment

8.1 Customer Responsibilities. Customer is solely responsible for: - Understanding and accepting all sandbox limitations - Evaluating suitability for intended development purposes - Maintaining separate production environments - Backing up and exporting all valuable work immediately - AWS account configuration and security - Compliance with all applicable laws and regulations - Ensuring no production data enters the sandbox environment

8.2 RISK ACKNOWLEDGMENT. CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS: - **Total Data Loss Risk:** All data may be lost without warning or recovery option - **Availability Risk:** Software may be unavailable for extended periods - **Functionality Risk:** Features may not function as expected or at all - **No Remedies:** No credits, refunds, or remedies for any failures or losses - **Sole Responsibility:** Customer bears sole responsibility for any losses

9. Confidentiality

9.1 Mutual Confidentiality. Each party shall protect the other's Confidential Information using at least the same degree of care used to protect its own confidential information, but no less than reasonable care. Customer Models and Customer Data constitute Customer's Confidential Information.

9.2 Exceptions. Obligations do not apply to information that: (a) becomes publicly available through no breach, (b) was rightfully known without restriction, (c) is independently developed without use of Confidential Information, or (d) must be disclosed by law after providing reasonable notice where permitted.

10. Comprehensive Warranty Disclaimer

DISCLAIMER OF ALL WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SANDBOX AMI IS PROVIDED STRICTLY "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND "WITHOUT WARRANTY OF ANY KIND." ALETYX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: - WARRANTIES OF MERCHANTABILITY OR MERCHANTABLE QUALITY - FITNESS FOR A PARTICULAR PURPOSE OR SPECIFIC USE CASE - NON-INFRINGEMENT OF THIRD-PARTY RIGHTS - TITLE OR QUIET ENJOYMENT - ACCURACY, RELIABILITY, OR COMPLETENESS - SECURITY OR ERROR-FREE OPERATION - COMPATIBILITY WITH CUSTOMER'S ENVIRONMENT - COMPLIANCE WITH ANY LAWS OR REGULATIONS

ALETYX SPECIFICALLY DOES NOT WARRANT: - THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS - THAT OPERATION WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE - THAT DATA WILL BE PRESERVED OR RECOVERABLE - THAT DEFECTS WILL BE CORRECTED - AGAINST DATA LOSS, CORRUPTION, OR BREACH

11. Indemnification

11.1 Customer Indemnification. Customer shall defend, indemnify, and hold harmless Aletyx and its affiliates, officers, directors, employees, and agents from any third-party claims arising from: - (a) Customer's use of the Software, including any production use - (b) Customer Models or Customer Data - (c) Violation of this EULA or applicable laws - (d) Use beyond licensed scope or for prohibited purposes - (e) Gross negligence or willful misconduct - (f) Failure to maintain sandbox isolation from production systems

11.2 Procedure. The indemnified party shall: (a) promptly notify the indemnifying party of any claim, (b) provide reasonable cooperation, and (c) permit the indemnifying party to control defense and settlement, provided no settlement admits liability without written consent.

12. Limitation of Liability

12.1 CONSEQUENTIAL DAMAGES WAIVER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: - LOST PROFITS OR REVENUE - LOSS OF DATA OR DATA RECOVERY COSTS - BUSINESS INTERRUPTION - LOSS OF GOODWILL - PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES - ANY DAMAGES ARISING FROM PRODUCTION USE

12.2 LIABILITY CAP. ALETYX'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE SOFTWARE FEES PAID OR PAYABLE TO ALETYX VIA AWS MARKETPLACE FOR THE SANDBOX AMI IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

12.3 ESSENTIAL PURPOSE. THESE LIMITATIONS APPLY EVEN IF REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY.

12.4 Exceptions. Limitations do not apply to: (a) breach of confidentiality obligations regarding Customer Models, (b) indemnification obligations, (c) willful misconduct or gross negligence, or (d) violations of intellectual property rights.

13. Export Compliance

13.1 Export Restrictions. The Sandbox AMI contains encryption technology subject to U.S. Export Administration Regulations and other applicable export laws. Customer certifies it is not located in, under control of, or a national of any embargoed country or on any restricted entity list.

13.2 Compliance Certification. Customer shall not use, export, re-export, or transfer the Software except in compliance with applicable laws. Customer shall not use the Software for prohibited end uses including nuclear, missile, chemical, or biological weapons development.

14. Term and Termination

14.1 Term. This EULA commences upon Customer's acceptance and continues until terminated.

14.2 Termination. Either party may terminate by discontinuing use. Aletyx may terminate immediately for: (a) breach, (b) non-payment, (c) unauthorized production use, or (d) violation of intellectual property rights.

14.3 Effect of Termination. Upon termination: all licenses cease, Customer must terminate all instances and delete all copies. Customer retains rights to Customer Models properly exported prior to termination. Sections 6.2, 6.4, 9, 10, 11, 12, 15, and 16 survive.

15. Open Source Components

15.1 Third-Party Components. The Software incorporates open source components subject to separate license terms, including Apache-licensed components (Drools, jBPM, Kogito). Such licenses apply solely to those specific components and are available upon request.

15.2 No Impact on Customer Models. Open source components do not affect Customer's ownership rights in Customer Models.

16. General Provisions

16.1 Governing Law. This EULA is governed by the laws of the State of New York (conflict-of-laws rules excluded). Exclusive venue and jurisdiction lie in the state or federal courts located in Wake County, North Carolina. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

16.2 Entire Agreement. This EULA and AWS Marketplace Order constitute the entire agreement regarding the Sandbox AML.

16.3 Production Licensing. PRODUCTION USE REQUIRES SEPARATE ENTERPRISE LICENSING. Contact sales@aletyx.ai for production-grade solutions with full support, SLAs, and enterprise capabilities.

16.4 Modifications. Aletyx may update this EULA. Updates apply to new deployments and renewals.

16.5 Assignment. Customer may not assign without written consent, except to an affiliate or successor assuming all obligations.

16.6 Severability. Invalid provisions shall be modified to achieve intent; remainder continues in force.

16.7 U.S. Government Rights. If procured by U.S. Government: “commercial computer software” under FAR 12.212/DFARS 227.7202.

16.8 Notices. Legal notices: Legal Department, Aletyx, Inc., 2500 Regency Parkway, Cary, NC 27518, legal@aletyx.ai.

FINAL ACKNOWLEDGMENT

BY ACCEPTING THIS EULA, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO: 1. THIS IS NOT PRODUCTION SOFTWARE 2. NO SUPPORT IS PROVIDED 3. DATA LOSS MAY OCCUR AT ANY TIME 4. NO WARRANTIES OR GUARANTEES EXIST 5. CUSTOMER OWNS ITS MODELS AND BUSINESS LOGIC 6. PRODUCTION USE REQUIRES SEPARATE ENTERPRISE LICENSING

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