

EverWorker End User License Agreement (EULA)

Effective Date: January 1st, 2026 **Last Updated:** January 1st, 2026 **This EULA is between the customer (“You” or “Licensee”) and Integrail Corp. / EverWorker (“We”, “Us”, “Licensor”).**

1. DEFINITIONS

- **“Software”:** The EverWorker AI Agent Platform, including all Helm charts, container images, APIs, user interface modules, and any related components provided via AWS Marketplace for on-premise or self-hosted installation.
- **“Concurrent Agent”:** A unique, simultaneously running AI process or “agent” as measured by the Software at runtime. Your license details your permitted maximum number of concurrent agents.
- **“Documentation”:** All online or supplied instructions and specifications.
- **“Licensee Data”:** User data input into and output from the Software.
- **“AWS Account”:** Your designated AWS environment where the Software is deployed.

2. LICENSE GRANT

2.1 Subject to payment and compliance, we grant You a limited, non-exclusive, non-transferable, non-sublicensable license to:(a) Download, install, and operate the Software in your AWS Account or on internal infrastructure;(b) Use the Software solely for your internal business operations and for the number of “Concurrent Agents” purchased;(c) Use the Documentation and updates we supply as part of your license.

2.2 All use must comply with this EULA. Rights not expressly granted are reserved.

3. LICENSE METRIC AND ENFORCEMENT

3.1 Your license entitles you to run up to [Insert Number] Concurrent Agents per cluster/environment deployed.

3.2 “Concurrent Agent” means an individual, simultaneously running process (AI bot/agent) as measured by the Software. The license is enforced programmatically.

3.3 You may not exceed the licensed “Concurrent Agent” limit at any time. Exceeding the permitted concurrency or circumventing enforcement constitutes a material breach and grounds for immediate termination.

3.4 If multi-cluster use is permitted, the agent limit applies per [Insert: “cluster / account / installation” as appropriate for your product].

4. RESTRICTIONS

You shall NOT: a) Copy, modify, disassemble, decompile, reverse-engineer, or create derivative works from the Software; b) Redistribute, resell, lease, transfer, or sublicense the Software; c) Remove, obscure, or tamper with license restrictions, agent enforcement, or notices in the Software; d) Circumvent, disable, or otherwise interfere with technical license controls; e) Permit third parties or affiliates to use the Software, except as part of your internal business.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

5.1 The Software and all intellectual property rights therein remain owned by Us and/or our licensors.

5.2 Licensee retains ownership of all Licensee Data. You grant Us a right to use Licensee Data solely as necessary to operate, maintain, and support the Software.

6. LICENSEE DATA

You are responsible for obtaining all necessary rights to use Licensee Data with the Software and for its accuracy and legality. We do not access, process, or use your Licensee Data except as required for support or compliance with applicable law.

7. PAYMENT & AUDIT

7.1 License grant is subject to timely payment per AWS Marketplace terms or our direct agreement.

7.2 We may audit your use (electronically or with notice) to confirm compliance with agent limits and license scope, not more than once annually.

8. TERM & TERMINATION

8.1 This EULA continues until terminated: (a) By you, at any time, by uninstalling and deleting all copies; (b) By Us, upon violation of this EULA, non-payment, or as required by law; (c) Automatically, if you attempt to circumvent license controls.

8.2 Upon termination:

- All rights cease immediately.
- You must delete all copies of the Software.
- Any continued use after termination is unlawful.

9. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN SHALL CREATE A WARRANTY.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST DATA, PROFITS, BUSINESS INTERRUPTION, OR FAILURE OF SECURITY) EVEN IF ADVISED OF THE POSSIBILITY. DIRECT LIABILITY SHALL NEVER EXCEED THE FEES PAID BY LICENSEE IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

11. TERMINATION FOR BREACH & SURVIVAL

We may terminate this EULA immediately upon your material breach (including exceeding concurrency limits or license circumvention). All terms which by their nature survive (Sections 4, 5, 7, 9, 10, 13, etc.) remain in effect post-termination.

12. GOVERNING LAW

This EULA is governed by the laws of Delaware, USA. Any disputes will be settled by binding arbitration or, at our election, in the courts of Connecticut, as described in our full Terms [link or attach].

13. GENERAL

- **No Assignment:** You may not assign this Agreement without our written consent.
- **Entire Agreement:** This EULA constitutes the complete agreement and supersedes all others regarding the Software.
- **Amendment:** We may update this EULA; material changes will be notified per AWS Marketplace procedure or by email.
- **Contact:** For support, compliance, or legal concerns, contact: support@everworker.ai

If you are deploying through AWS Marketplace or directly installing the Software, you acknowledge and agree to this End User License Agreement.

[Recommended Usage]

- Reference and link this EULA from your AWS Marketplace listing, container registry, documentation, and onboarding instructions.
- Make sure license counters and enforcement (concurrent agents) are strictly observed in all deployments.

Please review this EULA with your legal counsel and tailor language (e.g., definitions, agent enforcement, audit clause, governing law, and support obligations) to match your product and business specifics. If you need modifications in structure, or want a “Software License” section to add into your existing Terms, let me know!