



END USER LICENSE AGREEMENT (EULA)

Last Updated: August 2024

This End User License Agreement ("Agreement") is a legal agreement between you ("User" or "you") and Nimbus Solutions Provider ("Company" or "we" or "us") for the use of the PerceptiveAI Tool ("Software"). By installing, accessing, or using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install, access, or use the Software.

1. LICENSE GRANT

1.1 License: Subject to the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software on your self-hosted AWS environment for your internal business purposes or SaaS option.

2. RESTRICTIONS

2.1 Prohibited Uses: You may not:

- Reverse engineer, decompile, or disassemble the Software, except to the extent expressly permitted by applicable law.
- Rent, lease, sell, sublicense, or distribute the Software or any part of it.
- Use the Software for any unlawful purpose or in violation of any applicable laws or regulations.
- Remove or alter any proprietary notices or labels on the Software.

2.2 Ownership: The Software is licensed, not sold. Company retains all rights, title, and interest in and to the Software, including all intellectual property rights.

3. TERM AND TERMINATION

3.1 Term: This Agreement is effective upon your acceptance and remains in effect until terminated.

3.2 Termination: Company may terminate this Agreement immediately if you breach any term of this Agreement. You may terminate this Agreement at any time by uninstalling the Software and ceasing all use.

3.3 Effect of Termination: Upon termination, you must cease all use of the Software and destroy all copies in your possession or control.



4. UPDATES AND UPGRADES

4.1 Updates: Company may, at its discretion, provide updates or upgrades to the Software. These updates may be provided free of charge or may require additional fees.

5. LIMITATION OF LIABILITY AND DISCLAIMER

5.1 Disclaimer: The Software, including any predictions, outputs, or analyses provided by PerceptiveAI, is intended for informational purposes only and does not constitute professional advice or a guarantee of any specific outcome. The predictions generated by PerceptiveAI are based on algorithms and data models that are inherently probabilistic, and as such, may not be 100% accurate. You agree that any use of the Software or reliance on its results is at your own risk.

5.2 Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall Company be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- (i) your use of or inability to use the Software;
- (ii) the accuracy, completeness, or usefulness of any prediction, result, or output generated by the Software;
- (iii) any unauthorized access to or use of our servers and/or any personal information stored therein;
- (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Software by any third party;
- (v) any errors or omissions in any content or for any loss or damage incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available through the Software, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not Company has been informed of the possibility of such damage.

6. INDEMNIFICATION

6.1 Indemnity: You agree to indemnify and hold harmless Company, its affiliates, officers, agents, employees, and partners from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with:

- (i) your use of the Software,
- (ii) your violation of this Agreement,
- (iii) any reliance on the predictions of results generated by PerceptiveAI, or
- (iv) any legal claims or disputes resulting from your use of the Software in any manner.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of law principles.



7.2 Arbitration: Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved by final and binding arbitration under the rules of the American Arbitration Association. The arbitration will take place in Washington, D.C., and will be conducted in English. The decision of the arbitrator will be final, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8. MISCELLANEOUS

8.1 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.2 Entire Agreement: This Agreement constitutes the entire agreement between you and Company regarding the Software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral.

8.3 Amendments: Company reserves the right to amend this Agreement at any time by posting the amended terms on its website or providing notice to you. Your continued use of the Software after such amendments constitutes your acceptance of the amended terms.

9. CONTACT INFORMATION

If you have any questions about this Agreement, please contact Nimbus Solutions Provider at:
Nimbus Solutions Provider
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Washington DC, USA
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