

# End-User License Agreement (EULA)

## Prism - Predictive Intelligence Platform

Last Updated: May 2026

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### 1. Parties and Scope

This End-User License Agreement ("EULA" or "Agreement") is a binding contract between you ("Customer," "you," or "your") and **10Pearls** ("Seller," "we," "us," or "our") governing your use of **Prism** ("Product" or "Software") available via AWS Marketplace.

#### 1.1 Definitions

- **"Product"** means Prism, including all AWS CDK infrastructure, Lambda functions, Glue ETL scripts, SageMaker pipelines, QuickSight components, and associated documentation.
- **"AWS Customer Agreement"** means the agreement between you and Amazon Web Services, Inc. or its affiliates governing your use of AWS services.
- **"AWS Services"** means Amazon Web Services offerings used by or in conjunction with the Product, including but not limited to Amazon S3, AWS Glue, Amazon Athena, Amazon SageMaker, Amazon QuickSight, Amazon Bedrock, AWS Lambda, Amazon EventBridge, Amazon SQS, Amazon DynamoDB, and AWS Step Functions.
- **"Subscription Term"** means the period during which you are authorized to use the Product under a valid subscription purchased through AWS Marketplace.

#### 1.2 Agreement Scope

This EULA, together with the AWS Customer Agreement and any applicable AWS Service Terms, constitutes the entire agreement between you and us regarding your use of the Product. By purchasing, installing, or using the Product, you acknowledge that you have read, understood, and agree to be bound by this EULA.

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### 2. License Grant

#### 2.1 Grant of License

Subject to your compliance with this EULA and payment of applicable fees, we grant you a **limited, non-exclusive, non-transferable, revocable license** to:

- Install, access, and use the Product within your AWS account
- Deploy the Product's AWS CDK infrastructure to your AWS environment
- Process your data using the Product's data lakehouse and MLOps capabilities
- Create, view, and manage analytics dashboards and ML models using the Product

## 2.2 License Term

This license:

- Begins on the date you purchase the Product through AWS Marketplace
- Continues for the duration of your valid Subscription Term
- May be renewed subject to AWS Marketplace subscription terms
- Is revocable for breach of this EULA or non-payment

## 2.3 License Conditions

Your license is conditioned upon:

- Maintaining a valid AWS account in good standing
- Complying with all terms of the AWS Customer Agreement
- Using the Product only within AWS infrastructure
- Staying within any usage limits specified in your subscription

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# 3. Permitted Use and Restrictions

## 3.1 Permitted Uses

You may use the Product to:

- Ingest, process, and analyze your business data
- Build and operate data lakehouse architectures using Apache Iceberg
- Perform only the use cases included in your purchased subscription tier (Churn Prediction, Hospital Readmission Risk, and/or Credit Risk Scoring as applicable).
- Train, deploy, and manage machine learning models
- Create analytics dashboards and visualizations
- Develop insights from your organizational data

## 3.2 Restrictions

You agree **NOT** to:

- **Reverse engineer, decompile, or disassemble** the Product or any component thereof
- **Copy, reproduce, or redistribute** the Product except as expressly permitted
- **Sublicense, sell, rent, lease, or lend** the Product to any third party
- **Modify, adapt, or create derivative works** of the Product for redistribution
- **Remove or alter** any proprietary notices, labels, or marks on the Product
- **Use the Product** to develop a competing product or service
- **Share access credentials** or allow unauthorized users to access the Product
- **Use the Product** in violation of any applicable laws, regulations, or AWS policies
- **Process data** in a manner that violates data protection or privacy laws
- **Exceed usage limits** specified by your AWS subscription or this EULA
- **Use the Product** in any manner that could damage, disable, or impair AWS services
- Access or use any Product use case not included in your purchased subscription tier

## 3.3 Acceptable Use

You may **NOT** use the Product to:

- **Upload or process malicious code**, malware, ransomware, or any harmful software
- **Attempt to gain unauthorized access** to AWS resources, other accounts, or systems
- **Conduct security attacks**, penetration testing, or vulnerability scanning without proper authorization
- **Process illegal or prohibited content** under applicable laws or AWS policies
- **Engage in cryptomining** or unauthorized compute workloads
- **Launch denial-of-service attacks** or any activity that disrupts AWS services
- **Circumvent security controls** or authentication mechanisms
- **Harvest or scrape data** in violation of terms of service or applicable laws

Violation of this Acceptable Use policy may result in immediate termination of your license and reporting to appropriate authorities.

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## 4. AWS Services and Accounts

### 4.1 AWS Account Requirements

To use the Product, you must:

- Maintain an active AWS account
- Have appropriate AWS service subscriptions enabled
- Configure necessary AWS permissions and IAM roles as documented

### 4.2 AWS Service Dependencies

The Product relies on the following AWS services, which are **governed by AWS's own terms and pricing**:

Service	Purpose
Amazon S3	Raw data storage, analytics data lake, ML artifacts
AWS Glue	Data catalog, ETL processing, Iceberg table management
Amazon Athena	Query engine for analytics
Amazon SageMaker	ML model training and inference
Amazon QuickSight	Business intelligence dashboards
Amazon Bedrock	AI-powered schema inference
AWS Lambda	Serverless compute for orchestration
Amazon EventBridge	Event routing and scheduling
Amazon SQS	Message queuing
Amazon DynamoDB	Schema registry storage
AWS Step Functions	Workflow orchestration

### 4.3 AWS Terms Apply

- **This EULA grants no license to AWS services** — your use of AWS services is governed solely by your AWS Customer Agreement and applicable AWS Service Terms
- **AWS bills separately** for AWS service usage incurred by the Product
- **We are not responsible** for AWS service availability, pricing changes, or terms modifications
- Your use of the Product must comply with AWS's policies, including the AWS Acceptable Use Policy and Privacy Notice

## 4.4 AWS Marketplace

The Product is distributed through AWS Marketplace. Your purchase, billing, and subscription management are handled through AWS Marketplace and are subject to AWS Marketplace terms.

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## 5. Fees, Billing, and Taxes

### 5.1 Subscription Fees vs. Infrastructure Costs

**IMPORTANT:** The Prism subscription fee and AWS infrastructure costs are entirely separate charges.

Cost Type	Description	Billed By
<b>Prism Subscription Fee</b>	License fee for using the Prism software	AWS Marketplace (on behalf of 10Pearls)
<b>AWS Infrastructure Costs</b>	Compute, storage, and service costs for running deployed resources	AWS (directly to your account)

- The **Prism subscription fee** covers only the software license and does not include AWS infrastructure costs
- **AWS infrastructure costs** (S3 storage, Lambda executions, Glue jobs, SageMaker, QuickSight, etc.) are billed separately by AWS based on your actual usage
- You are solely responsible for monitoring and managing your AWS infrastructure costs
- **Total cost of ownership = Prism subscription fee + AWS infrastructure costs**

### 5.2 Subscription Fees

- Your use of the Product is subject to **AWS Marketplace fees** as displayed at the time of purchase
- AWS (the "AWS Contracting Party") **collects all fees** on behalf of 10Pearls
- Fees are based on your selected subscription plan and may vary by usage tier

### 5.3 Payment Terms

- Payment is processed through your AWS account via AWS Marketplace
- You are responsible for all charges incurred under your subscription

- Subscription renewals are handled according to AWS Marketplace terms

## 5.4 Refunds

- **Fees are non-refundable** except as required by applicable law
- 10Pearls shall not be responsible for issuing refunds — any refund requests must be submitted through AWS Marketplace
- AWS's refund policies apply to any eligible refund requests

## 5.5 Taxes

- You are responsible for all **taxes, duties, levies, and assessments** (including sales tax, VAT, GST) arising from your purchase
- Fees quoted do not include taxes unless expressly stated

## 5.6 AWS Infrastructure Cost Responsibility

- **AWS service usage fees are separate** from Prism subscription fees
- You are solely responsible for all AWS costs incurred by deploying and operating the Product
- We strongly recommend using **AWS Cost Explorer, AWS Budgets, and billing alerts** to monitor costs
- Infrastructure costs will continue to accrue as long as deployed resources remain in your AWS account, regardless of subscription status

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# 6. Customer Data and Privacy

## 6.1 Data Ownership

- **You retain all rights** to your data processed by the Product ("Customer Data")
- We claim no ownership interest in Customer Data
- You grant us a limited, non-exclusive license to process Customer Data solely for the purpose of providing the Product functionality

## 6.2 Data Processing

- Customer Data is processed **within your own AWS account**
- We do not access, collect, or store your Customer Data outside your environment

- Data processing occurs entirely within AWS infrastructure under your control

## 6.3 Privacy Compliance

- You are responsible for ensuring your use of the Product complies with applicable data protection and privacy laws (including GDPR, CCPA, and others)
- Our handling of any data is consistent with the AWS Privacy Notice and our agreements with AWS
- You must obtain all necessary consents before processing personal data through the Product

## 6.4 Data Security

- The Product implements security best practices including:
  - Encryption at rest for S3 buckets and DynamoDB tables
  - SSL/TLS encryption in transit
  - IAM-based access controls with least privilege
  - Server-side encryption for SQS queues
- You are responsible for configuring appropriate security settings in your AWS account

## 6.5 Data Retention and Deletion

IMPORTANT: Raw data is retained even after stack deletion.

- The **raw data S3 bucket** is configured with a retention policy to prevent accidental data loss
- When you delete Prism CloudFormation stacks, the raw data bucket and its contents are **NOT automatically deleted**
- You must **manually delete the raw data bucket** to permanently remove your data and stop incurring S3 storage costs
- This design ensures your uploaded data is protected from accidental deletion during infrastructure updates or stack redeployments
- You are solely responsible for managing and deleting your Customer Data when no longer needed

## 6.6 Shared Responsibility Model

Security of the AWS environment follows the **AWS Shared Responsibility Model**:

<b>Responsibility</b>	<b>Party</b>
Security <b>of</b> the Product (software components, code, configurations provided)	<b>10Pearls</b>
Security <b>of</b> your AWS account, IAM permissions, and access controls	<b>Customer</b>
Security <b>of</b> network configurations and VPC settings	<b>Customer</b>
Security <b>of</b> data encryption keys and secrets management	<b>Customer</b>
Security <b>of</b> user authentication and authorization	<b>Customer</b>
Compliance with your organization's security policies	<b>Customer</b>

You are solely responsible for:

- Properly configuring IAM roles, policies, and permissions
- Securing your AWS account credentials and access keys
- Implementing appropriate network security controls
- Monitoring and auditing access to your AWS resources
- Ensuring compliance with your regulatory requirements

## 6.7 Security Breach Disclaimer

**10Pearls shall NOT be responsible for any data breach or security incident resulting from:**

- Customer misconfiguration of AWS resources or services
- Compromised AWS credentials (access keys, passwords, MFA devices)
- Unauthorized access to the Customer's AWS account
- Failure to apply security patches or updates to deployed infrastructure
- Improper IAM permission configurations
- Exposure of sensitive data due to misconfigured S3 bucket policies
- Network security vulnerabilities in the Customer's VPC configuration
- Third-party integrations or applications connected by the Customer

You are responsible for implementing appropriate security measures, monitoring for suspicious activity, and responding to security incidents within your AWS environment.

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## 7. Intellectual Property Rights

### 7.1 Ownership

- **10Pearls and its licensors retain all rights, titles, and interest** in and to the Product, including all:
  - Software code, scripts, and configurations
  - Documentation and specifications
  - Patents, copyrights, trademarks, and trade secrets
  - Know-how and proprietary methodologies

### 7.2 No Transfer of Ownership

- **No ownership interest is transferred** to you under this EULA
- You receive only the limited license rights expressly granted herein
- All rights not expressly granted are reserved by 10Pearls

### 7.3 Third-Party Components

The Product may include third-party and open-source components, which are subject to their respective licenses:

- **Apache Iceberg** — Apache License 2.0
- **AWS CDK** — Apache License 2.0
- **Python libraries** — Various open-source licenses as documented in requirements.txt

Your use of such components is governed by their respective license terms.

### 7.4 Feedback

If you provide feedback, suggestions, or ideas regarding the Product, you grant us a perpetual, worldwide, royalty-free license to use such feedback for any purpose without obligation to you.

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## 8. Support and Updates

## 8.1 Support

- Support availability and terms are as specified in your subscription plan
- Support requests should be submitted through the designated support channels
- Response times and support scope vary by subscription tier

## 8.2 Updates and Maintenance

- We may provide updates, patches, or new versions of the Product from time to time
- **You are responsible for applying updates** to your deployed infrastructure
- Updates may be required to maintain compatibility with AWS services
- We recommend subscribing to release notifications for important updates

## 8.3 No Guaranteed Updates

- We are under no obligation to provide updates, upgrades, or new features
- Continued development of the Product is at our sole discretion

## 8.4 Service Levels

Unless otherwise specified in a separate written agreement, the Product does not include any guaranteed Service Level Agreement (SLA) for uptime, availability, or performance.

- The Product is provided without uptime guarantees or performance commitments
- We do not guarantee any specific response times, throughput, or availability metrics
- Any performance metrics or benchmarks shared are for informational purposes only and do not constitute a commitment
- AWS service availability is governed by AWS's own SLAs, not this EULA
- For enterprise customers requiring SLAs, please contact us to discuss a separate support agreement

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## 9. Term and Termination

### 9.1 Term

This EULA is effective from the date you first use the Product and continues until:

- Your Subscription Term expires and is not renewed, or

- This EULA is terminated as provided herein

## 9.2 Termination by You

You may terminate this EULA at any time by:

- Cancelling your subscription through AWS Marketplace
- Deleting the Product from your AWS account
- Destroying all copies of the Product in your possession

## 9.3 Termination by Us

We may suspend or terminate your license **immediately** if you:

- Fail to pay applicable fees
- Breach any term of this EULA
- Use the Product in a manner that violates laws or AWS policies
- Engage in conduct that threatens the security or integrity of AWS services
- Become insolvent or subject to bankruptcy proceedings

## 9.4 Effect of Termination

Upon termination:

- Your license to use the Product immediately ends
- You must **cease all use** of the Product
- You must **delete all deployed resources** and copies of the Product
- You must destroy all documentation and materials related to the Product
- **Fees paid are non-refundable** (except as required by law)

## 9.5 Required Actions Upon Cancellation

CRITICAL: You must manually delete all deployed CloudFormation stacks from your AWS account when canceling the contract.

Upon cancellation or termination of your subscription:

1. **Delete CloudFormation Stacks:** You must manually delete all Prism CloudFormation stacks from your AWS account to stop incurring compute and storage costs. Failure to do so will result in continued AWS infrastructure charges.

2. **Raw Data Bucket Retention:** By design, the **raw data S3 bucket is retained** even after stack deletion to prevent accidental data loss. You must **manually delete this bucket** and its contents to avoid ongoing S3 storage costs.

3. **Other Retained Resources:** Some resources may have deletion protection or retention policies enabled. Review your AWS account for any remaining resources and delete them as needed.

4. **Continued AWS Charges:** 10Pearls is not responsible for any AWS infrastructure costs incurred due to failure to delete deployed resources after contract termination.

### Recommended cleanup steps:

Step	Action
1	Delete all Prism CloudFormation stacks via AWS Console or CLI
2	Manually delete the raw data S3 bucket (e.g., <code>*-raw-*</code> bucket)
3	Verify no orphaned resources remain (check S3, DynamoDB, CloudWatch Logs)
4	Review AWS Cost Explorer to confirm no ongoing charges

## 9.6 Survival

The following sections survive termination: Sections 6 (Customer Data), 7 (Intellectual Property), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), and 14 (Governing Law).

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## 10. Disclaimers and Warranties

### 10.1 "As-Is" Provision

**THE PRODUCT IS PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**

### 10.2 Disclaimer of Warranties

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:**

- **IMPLIED WARRANTIES** of merchantability, fitness for a particular purpose, and non-infringement

- **WARRANTIES** that the Product will meet your requirements or expectations
- **WARRANTIES** that the Product will be uninterrupted, error-free, or secure
- **WARRANTIES** regarding the accuracy, reliability, or completeness of any results or outputs
- **WARRANTIES** regarding compatibility with all AWS service configurations

## 10.3 Third-Party Services

- We make **no warranties** regarding AWS services or any third-party services
- AWS service availability, performance, and functionality are **outside our control**
- Any outages, changes, or issues with AWS services are governed solely by your AWS agreements

## 10.4 ML Model Outputs

- Machine learning predictions and analytics outputs are **provided for informational purposes only**
- We make **no guarantees** regarding the accuracy, reliability, or suitability of ML model predictions
- You are solely responsible for validating and acting upon any insights generated by the Product
- For credit risk use cases, the Product does not function as a consumer reporting agency and its outputs are not consumer reports under the Fair Credit Reporting Act (FCRA). You are solely responsible for ensuring any credit decisions made using the Product's outputs comply with applicable US lending laws, including adverse action notice requirements under ECOA and FCRA

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# 11. Limitation of Liability

## 11.1 Exclusion of Damages

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL 10PEARLS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR:**

- Any **indirect, incidental, special, consequential, or punitive damages**
- **Lost profits, revenue, data, or business opportunities**
- **Cost of procurement** of substitute goods or services

- **Business interruption** or loss of goodwill
- Any damages arising from **unauthorized access** to your data
- Any damages arising from **AWS service outages** or issues

## 11.2 Cap on Liability

**OUR TOTAL CUMULATIVE LIABILITY** under this EULA shall not exceed the **greater of:**

- The fees paid by you for the Product during the **twelve (12) months** preceding the claim, or
- **One hundred US dollars (\$100)**

## 11.3 Basis of Bargain

The disclaimers and limitations in this EULA:

- Reflect the allocation of risk between the parties
- Form an essential basis of the bargain between us
- Apply regardless of the form of action (contract, tort, strict liability, or otherwise)
- Apply even if we have been advised of the possibility of such damages

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## 12. Indemnification

### 12.1 Your Indemnification Obligations

You agree to **indemnify, defend, and hold harmless** 10Pearls and its affiliates, officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your use of the Product in violation of this EULA
- Your violation of any applicable law or regulation
- Your processing of data in violation of privacy laws
- Your infringement of any third-party rights
- Any claim by a third party related to your Customer Data

### 12.2 Indemnification Procedure

We will:

- Promptly notify you of any claim subject to indemnification
  - Allow you reasonable control over the defense and settlement
  - Cooperate with you in the defense of such claim
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## 13. Export Compliance and Eligibility

### 13.1 Export Control

- You acknowledge that the Product may be subject to **U.S. export control laws** and regulations
- You warrant that you are **not located in** any country subject to U.S. trade sanctions
- You warrant that you are **not on** any U.S. government restricted parties list
- You agree to comply with all applicable export laws when using the Product

### 13.2 Eligibility

- You represent that you have the legal authority to enter into this EULA
- You represent that your use of the Product is permitted under applicable laws
- This EULA is **void where prohibited by law**

### 13.3 Geographic Restrictions

- The Product is available only in AWS regions where all required AWS services are available
  - You are responsible for ensuring compliance with local laws in your jurisdiction
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## 14. Governing Law and Dispute Resolution

### 14.1 Governing Law

This EULA shall be governed by and construed in accordance with the laws of the **State of Delaware, United States**, without regard to its conflict-of-law principles.

## 14.2 Dispute Resolution

Any dispute arising from this EULA shall be resolved as follows:

1. **Informal Resolution:** The parties shall first attempt to resolve disputes through good-faith negotiations for a period of thirty (30) days
2. **Arbitration:** If informal resolution fails, disputes shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules
3. **Location:** Arbitration shall take place in Wilmington, Delaware
4. **Language:** Proceedings shall be conducted in English

## 14.3 Injunctive Relief

Notwithstanding the above, either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

## 14.4 Class Action Waiver

**YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.**

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## 15. Miscellaneous

### 15.1 Entire Agreement

This EULA, together with the AWS Customer Agreement and any applicable AWS Service Terms, constitutes the entire agreement between you and us regarding the Product and supersedes all prior agreements and understandings.

### 15.2 Severability

If any provision of this EULA is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### 15.3 Waiver

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Our failure to enforce any right or provision shall not constitute a waiver.

## **15.4 Assignment**

You may not assign this EULA without our prior written consent. We may assign this EULA freely. This EULA binds and inures to the benefit of the parties' successors and permitted assigns.

## **15.5 Notices**

Notices under this EULA shall be sent to the contact information provided at the time of purchase. We may also provide notices through AWS Marketplace or email.

## **15.6 Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond their reasonable control, including natural disasters, acts of war, government actions, or internet/telecommunications failures.

## **15.7 Relationship of Parties**

This EULA does not create any agency, partnership, joint venture, or employment relationship between the parties.

## **15.8 Headings**

Section headings are for convenience only and shall not affect the interpretation of this EULA.

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## **16. Contact Information**

For questions about this EULA, please contact:

**10Pearls**

Email: [aws-platform-support@10pearls.com](mailto:aws-platform-support@10pearls.com)

Website: <https://10pearls.com>

For support inquiries, please use the support channels specified in your subscription or contact us through AWS Marketplace.

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## **Acknowledgment**

**BY PURCHASING, INSTALLING, OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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