

Data Subscription Agreement

Effective on the marketplace publication date. In this agreement, **Dot Cool** means **DOT COOL L.L.C.**, the seller; **you / your** means the legal entity identified in an accepted order.

1. Order and delivery

This agreement applies only to the American Reference Record Annual Tester purchased through AWS Marketplace. The accepted AWS Marketplace order identifies the buyer, product/version, dates, price, currency and delivery method. Orders, payments, renewals and refunds for this offer are handled through AWS Marketplace. Mandatory AWS Marketplace terms govern billing and marketplace operations.

Annual Tester: USD \$700,000, paid upfront for **12 months** from entitlement start, including the five frozen layers and additional accepted releases issued during the term. Dot Cool does not promise a fixed number of releases or a daily semantic refresh. On AWS Marketplace, delivered as a buyer-run container licensed through AWS License Manager.

The licensed packet includes questions, evaluator keys, retained facts, provenance, schemas, definitions and scoring code described by its manifest. The software runs in the buyer's AWS account. Source links are provenance citations. This offer includes no hosted API, hosted evaluation service, raw third-party webpages/media or other product.

Complete-corpus boundary

The complete corpus is excluded from this offer.

Dot Cool scopes tester releases to the named test layers and the records they need. This limit applies to each delivery and to the **cumulative coverage of releases across the subscription, renewals and related orders**. Dot Cool will not expand or rotate the supplied slices so that their combined delivery amounts to the complete corpus. Additional accepted releases update the agreed test scope; they do not grant progressively broader access to the corpus. Any proposed scope expansion requires a separately documented review and must preserve this boundary.

You must not combine access across products, accounts, affiliates or successive terms to reconstruct or redistribute the licensed complete corpus. This restriction concerns the licensed material and does not restrict independently obtained public facts under section 4. A new release, renewal or repeated delivery does not grant complete-corpus rights.

2. License and permitted uses

Subject to the accepted order, Dot Cool grants you a nonexclusive, nontransferable license during the term to use the delivered packet for **evaluation and grounding only**. Evaluation includes testing outputs of your named models, reproducing the supplied scoring method and retaining internal reports. Grounding includes retrieval and runtime context for answering questions about the covered subjects. A retrieval index or embedding made solely to retrieve the licensed records during the term is permitted; it is not permission to optimize model weights or publish the index.

You may allow your employees and contractors to access the packet solely for your licensed work, under confidentiality and use restrictions at least as protective as this agreement. You remain responsible for that access. Affiliates and unrelated model providers are not automatically additional licensees; list any required affiliates or processing providers in the order.

Ordinary grounded answers may state individual facts, cite the original source and include limited relevant authored excerpts. They must not expose the answer bank, reconstruct the packet or substitute for a licensed reference dataset. Dot Cool does not require a misleading claim that it originated a federal statistic. Attribution must distinguish the original agency from Dot Cool's authored definitions and packaging.

3. Restrictions

This offer grants no rights to use licensed authored text, question banks, keys or compilation to train, pretrain, fine-tune, distill, optimize or construct synthetic training material for a model. This includes fitting a model to the supplied answer bank using evaluation feedback and calling that a fresh independent test.

You must not resell, sublicense, publish, transfer or distribute the packet, substantial extracts, standalone records feed, embeddings/index, source-grounding corpus or answer keys as a separate product. You must not make the licensed materials available through an unrestricted repository, shared data marketplace or model-training service. A contractor's processing access is not a resale right.

No license to Dot Cool's brands, logos as endorsement marks, public games, infrastructure, exclusive rights, government authority, certification or other separately contracted rights is granted. You may identify the packet by its actual name and version when accurately reporting permitted work. No relationship with a government agency or platform is implied.

4. Public facts and third-party material

Dot Cool does not claim exclusive ownership of underlying public facts or of government material that is not copyrightable. These restrictions do not prevent you from independently obtaining and using those facts from their original sources. They govern access to and use of Dot Cool's delivered authored material, compilation, tools and contracted service to the extent applicable. Dot Cool retains its rights; third parties retain theirs. A provenance URL is a citation, not a grant to reuse its site's text, imagery or trademarks.

Dot Cool supplies no customer identities, account records, user submissions or device-location traces. Some retained records contain public business/facility names, addresses and coordinates; these are not verified entrance points or personal GPS histories. Any privacy or data-classification representation required by a marketplace must be reviewed against the actual delivery before it is made.

5. Versioning, freshness and interpretation

Each manifest fixes a particular packet and method. Dot Cool retains observation periods, publication/release identities, source record dates and successful retrieval times separately. The packaging date is not proof that a source was rechecked. Failed or blocked reads are not successful verification. Missing and suppressed values are not zero.

The delivered source slices are dated records, not live feeds. The initial packet contains October 2026 captures alongside older retained comparative and registry sources. Inclusion does not claim that every record is current on the packaging date, that all series share an observation year, or that every source updates daily. Annual releases follow accepted source updates, not attempted or failed checks.

Dot Cool provides the stated coverage, not universal coverage of America, every county, every crop, all current language or all manufacturing. Registry listings are not proof of an operating factory, procurement eligibility or the origin of every product. The packet's limitations and original source context form part of the description.

The language layer measures agreement with the dated authored senses supplied, not every possible meaning. The tester measures agreement with its stated records and method, not general intelligence, government approval, procurement-origin certification or a guaranteed model score. The supplied offline scorer evaluates response files; it does not supply model inference or inference credits.

Dot Cool preserves accepted versions rather than silently changing a completed test. An annual update is a separate version with its own manifest. Later source revisions do not retrospectively rescore completed runs. Changes to an existing order's scope, price or license require acceptance through the applicable AWS Marketplace process.

6. Results, confidentiality and security

You retain your model responses and analysis; Dot Cool retains the packet and Dot Cool's pre-existing materials. The software processes response files within your AWS account and writes results to your output/logging destination. Dot Cool receives no response-file contents through license checks. Dot Cool will not publish your name, private results or an endorsement without permission. No personal or sensitive information should be included in responses.

You may publish your own aggregate results without the question bank or keys, provided you identify packet version, date, model/revision if available, conditions, denominator, missing/invalid treatment and relevant limitations. Do not call a selected twenty-question demonstration a representative capability estimate, or call agreement with supplied answers a certification. No permission to announce Dot Cool's endorsement is granted.

Dot Cool does not impose secrecy on published source facts. Each party must protect the other's nonpublic business information and restrict access to those who need it. Previously public, independently developed or lawfully obtained information is excluded. Compelled disclosure remains subject to applicable law and notice where lawful.

7. Fees, renewal, support and end of term

Fees are USD, exclusive of applicable taxes handled under the accepted AWS Marketplace order. Only an accepted AWS Marketplace order authorizes charges. Renewal and automatic renewal must be explicitly selected and disclosed in that order; this agreement does not itself enable automatic renewal.

Support is licensing@america.cool, for software setup, access, checksum, schema, provenance and scoring questions. This address is for product support. Dot Cool does not promise a staffed response-time SLA, model-inference budget or live API availability.

Refund and cure: report a material delivery defect within thirty days of delivery, with enough detail to reproduce it. Dot Cool may correct or replace the affected delivery within thirty days after receipt. If Dot Cool cannot remedy a material failure to supply the contracted delivery, you may terminate the affected order and request a refund of fees for its undelivered portion through the applicable marketplace process. There is no refund merely because a model scores better or worse than expected, or because a clearly dated source is later revised. Mandatory law and marketplace refund requirements control where applicable.

At expiry or termination, stop licensed grounding and other continuing use, remove accessible packet copies and retrieval indexes, and retain only internal aggregate results and an access-restricted legal/compliance archive if required. Existing individual grounded answers and independently obtained public facts need not be erased. Continuing use of licensed authored material or a working reference index requires a renewed license.

8. Legal provisions

These provisions apply to an accepted order.

Authority and limited warranty. Dot Cool represents that it has authority to license the material it supplies under an accepted order. For thirty days after delivery, Dot Cool warrants that the delivered files materially match their manifest and documented formats. The correction/replacement and refund procedure above is the remedy for a breach of that limited delivery warranty, subject to mandatory law. Dot Cool does not warrant that every source fact is error-free, current for an unstated date or suitable for your particular decision. Except for express approved warranties, Dot Cool provides the packet as available and disclaims implied warranties of merchantability, fitness for a particular purpose and noninfringement to the extent legally permitted. No scoring result warrants the safety, legality or accuracy of a deployed model.

Liability. To the extent permitted by law, neither party is liable under this agreement for indirect, incidental, special or consequential loss, lost profits or loss of business opportunity. Dot Cool's aggregate liability relating to an order is limited to fees you paid under that affected order in the twelve months before the claim. These exclusions and caps do not limit liability that applicable law does not permit to be limited, fraud or willful misconduct, or your unpaid fees. No uncapped indemnity is provided.

Termination and cure. Either party may terminate an affected order for the other's material breach if it remains uncured thirty days after written notice, or immediately for a breach incapable of cure. Dot Cool may suspend access reasonably necessary to contain unauthorized distribution or a security risk, with prompt notice where lawful. Termination does not retroactively license prohibited use or erase accrued payment obligations. Provisions concerning ownership, restrictions on retained copies, confidentiality, results, public-fact carve-outs, remedies and disputes survive as their purpose requires.

Law and disputes. Governing law is New Mexico law, without its conflict-of-law rules; exclusive forum is the state or federal courts with jurisdiction in New Mexico, subject to mandatory law and approved marketplace terms. Before proceedings, Dot Cool and you will attempt a good-faith resolution through each party's designated notices contacts, except for urgent relief or required deadlines.

Assignment and notices. Neither party may assign the agreement without the other's written consent, except to a successor in a merger or transfer of substantially all relevant assets that assumes the obligations, unless the accepted marketplace terms require another rule. For Dot Cool's legal notices use licensing@america.cool and the business notice address supplied in the final order; your notice details belong in that order. Do not put private tax, bank or identity documents in the public listing.

Entire agreement and priority. The accepted AWS Marketplace order, this agreement and incorporated product manifest/limitations form the agreement for this offer. Mandatory AWS Marketplace provisions control their subject matter. Marketing copy does not expand the license. Changes require acceptance through the applicable AWS Marketplace process. If a provision is unenforceable, the remainder continues to the extent lawful. Failure to enforce once is not a waiver. No agency, partnership or endorsement arises from the agreement.