

DIAL X AI Platform

Terms of Use

Service Provider: Naya P.A.I Technologies LTD

Manufacturer: EPAM Systems, Inc.

Product: DIAL X (Deterministic Integrator of Applications and LLMs)

Service Type: Non-SaaS (Customer-Deployed)

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1. General

1.1 These Terms of Use ("Terms") govern the use of the DIAL X AI Orchestration Platform ("Service" or "DIAL X"), a non-SaaS, customer-deployed software product provided by Naya P.A.I Technologies LTD ("Provider" or "Naya") and developed by EPAM Systems, Inc. ("Manufacturer" or "EPAM").

1.2 DIAL X is offered through the AWS Marketplace as a containerized application deployed within the Customer's own cloud computing environment. The Customer is responsible for the infrastructure on which the Service operates.

1.3 By subscribing to or deploying the Service, the Customer agrees to be bound by these Terms. In the event of any conflict between these Terms and the Nimbus Service Agreement (Tender 01-2022), the Nimbus Service Agreement shall prevail.

1.4 These Terms apply to the Service as offered in the overseas region and, where applicable, in the Israeli region, in accordance with the requirements of the Government Digital Marketplace under Tender 01-2022.

2. Definitions

2.1 "Customer" means any entity that has subscribed to or deployed the Service through the Government Digital Marketplace or AWS Marketplace, including government agencies and authorized end users.

2.2 "Service" means the DIAL X AI Orchestration Platform software, including all components, modules, APIs, documentation, and updates provided by the Provider.

2.3 "Content Data" means all data, records, files, information, or content that is input, uploaded, processed, transmitted, or stored by the Customer or its users using the Service.

2.4 "Documentation" means the technical documentation, user guides, deployment guides, best practices documents, and other materials related to the Service as provided by the Provider.

2.5 "Cloud Provider" means Amazon Web Services (AWS) or any other cloud infrastructure provider approved under the Nimbus framework on which the Service is deployed.

3. License Grant and Usage Rights

3.1 Subject to these Terms, the Provider grants the Customer a non-exclusive, non-transferable, revocable license to deploy, operate, and use the Service within the Customer's cloud computing environment for the duration of the subscription period.

3.2 The Customer may use the Service for any lawful purpose within the performance of its function as a public service entity for the State of Israel and its citizens, subject to applicable statutory provisions.

3.3 The license includes the right to: deploy the Service on the Customer's AWS infrastructure; configure the Service according to the Customer's operational requirements; integrate the Service with authorized third-party large language models (LLMs), applications, and data sources; permit authorized end users to access and use the Service as deployed; and make reasonable copies of the Documentation as necessary for use of the Service.

3.4 The Service is based on the EPAM DIAL open-source platform, developed under the Apache 2.0 license. The open-source components of the platform remain subject to the Apache 2.0 license terms. Any proprietary enhancements, configurations, or value-added components provided by Naya are licensed exclusively under these Terms.

4. Usage Restrictions

The Customer shall not, and shall ensure that its users do not:

4.1 Use the Service for commercial resale purposes, except as expressly authorized under the Government Digital Marketplace framework.

4.2 Reverse engineer, decompile, or disassemble any proprietary components of the Service, except to the extent expressly permitted by applicable law.

4.3 Remove, alter, or obscure any proprietary notices, labels, or marks on the Service or Documentation.

4.4 Use the Service in any manner that violates applicable laws, regulations, or the terms of the Nimbus Service Agreement.

4.5 Transfer, sublicense, or assign the Customer's rights under these Terms to any third party without the prior written consent of the Provider.

5. Customer Responsibilities

5.1 As a non-SaaS, customer-deployed service, the Customer is responsible for provisioning, configuring, and maintaining the cloud infrastructure on which the Service operates, including computing resources, networking, storage, and security configurations.

5.2 The Customer is responsible for managing user access, authentication, and authorization within their deployment of the Service, in accordance with their organization's security policies and applicable regulations.

5.3 The Customer shall ensure that all Content Data processed through the Service complies with applicable data protection laws and regulations, including Israeli privacy laws and any sector-specific requirements.

5.4 The Customer is responsible for implementing and maintaining backup and disaster recovery procedures for their deployment of the Service and associated Content Data.

5.5 The Customer shall apply security patches, updates, and upgrades to the Service as recommended by the Provider in a timely manner.

6. Data Ownership and Protection

6.1 All Content Data remains the exclusive property of the Customer. The Provider does not acquire any rights, title, or interest in the Customer's Content Data by virtue of these Terms or the Customer's use of the Service.

6.2 As a customer-deployed service, Content Data resides within the Customer's own cloud environment. The Provider does not have access to, store, process, or transmit Customer Content Data unless explicitly authorized by the Customer for the purpose of support services.

6.3 Any work products, applications, configurations, or derivative works developed by or for the Customer using the Service shall be fully and exclusively owned by the Customer.

6.4 The Provider shall not restrict or prevent the transfer of Content Data or work products from the Service, and shall provide reasonable technical assistance for data migration upon termination of the engagement.

7. Intellectual Property

7.1 The Manufacturer (EPAM Systems, Inc.) retains all rights, title, and ownership in the Service, including all software, algorithms, architectures, and related Documentation, subject to the Apache 2.0 open-source license governing the underlying platform components.

7.2 The Provider (Naya P.A.I Technologies LTD) retains all rights in any proprietary value-added services, configurations, integration components, and support processes developed by the Provider.

7.3 Nothing in these Terms shall be construed as granting the Customer any intellectual property rights in the Service beyond the license expressly granted herein.

8. Support and Maintenance

8.1 The Provider shall provide technical support for the Service in accordance with the Service Level Agreement (SLA) as defined in the Nimbus Service Agreement and the Provider's published support terms.

8.2 Support services include: assistance with deployment, configuration, and integration of the Service; troubleshooting and resolution of software defects and errors; guidance on best practices for platform usage, optimization, and security; and provision of software updates, patches, and new version releases.

8.3 Support requests shall be directed to the Provider at: SupportNAYU-CONSDOMO@epam.com or through the designated support channels as communicated by the Provider.

8.4 The Provider shall provide all Documentation offered to Enterprise customers, including user manuals, configuration guides, release notes, and deployment documentation.

9. Service Level and Availability

9.1 As a non-SaaS, customer-deployed product, the availability and performance of the Service are primarily dependent on the Customer's infrastructure configuration and management.

9.2 The Provider shall make commercially reasonable efforts to ensure that software updates and releases are stable, tested, and compatible with supported cloud infrastructure configurations.

9.3 The Service Level Agreement for the Service shall be as published by the Provider for Enterprise customers in the overseas region, in accordance with the terms of the Nimbus Service Agreement.

10. Security

10.1 The Service is designed with enterprise-grade security features including: encryption of data at rest and in transit; role-based access control (RBAC) and attribute-based access control (ABAC); integration with cloud-native key management services (AWS KMS); comprehensive audit logging and monitoring capabilities; and support for single sign-on (SSO) and enterprise identity providers.

10.2 The Customer is responsible for configuring and maintaining security settings within their deployment, including network security, firewall rules, encryption key management, and access policies.

10.3 The Provider shall promptly notify the Customer of any known security vulnerabilities affecting the Service and provide patches or mitigations in accordance with the Provider's security response policy.

11. Third-Party Integrations and Services

11.1 The Service is designed to integrate with third-party large language models (LLMs), AI services, and data sources. The Customer's use of such third-party services is governed by the respective third-party's terms and conditions.

11.2 The Provider does not warrant, endorse, or assume liability for any third-party services accessed through or integrated with the Service.

11.3 The Customer is responsible for ensuring that its use of third-party services in conjunction with the Service complies with all applicable license terms, usage policies, and regulatory requirements.

12. Warranties and Disclaimers

12.1 The Provider warrants that: the Service will conform in all material respects to the Documentation during the subscription period; the Service will be free from material defects that prevent its intended use; and support services will be performed in a professional manner with reasonable care and skill.

12.2 The Provider does not warrant that the Service will be error-free or uninterrupted, or that it will meet all of the Customer's specific requirements beyond those described in the Documentation.

12.3 The Customer acknowledges that the Service's performance is dependent on the Customer's infrastructure configuration, network conditions, and third-party service availability, which are outside the Provider's control.

13. Limitation of Liability

13.1 To the maximum extent permitted by applicable law, the Provider's total aggregate liability under these Terms shall not exceed the total fees paid by the Customer for the Service during the twelve (12) months immediately preceding the claim.

13.2 Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, business opportunities, or goodwill, regardless of the cause of action.

13.3 The limitations set forth in this section shall not apply to: breaches of confidentiality obligations; willful misconduct or gross negligence; obligations arising under applicable data protection laws; or the Provider's indemnification obligations under Section 14 (Indemnification).

13.4 The Provider shall maintain insurance coverage in accordance with the requirements specified in Section 27 (Insurance) of the Nimbus Service Agreement (Chapter 3 of the Tender documents), including professional liability, cyber insurance, and such other coverage as customary in the Provider's field of activity.

14. Indemnification

14.1 The Provider shall indemnify and hold harmless the Customer from and against any third-party claims alleging that the Customer's authorized use of the Service infringes any intellectual property rights of such third party.

14.2 The Provider's indemnification obligations shall not apply to claims arising from: the Customer's modification of the Service; use of the Service in combination with products or services not provided or approved by the Provider; or the Customer's continued use of a version of the Service after being notified to upgrade or modify its use.

15. Term and Termination

15.1 These Terms shall remain in effect for the duration of the Customer's subscription to the Service, as specified in the applicable order or procurement agreement under the Government Digital Marketplace.

15.2 Termination of the engagement shall be governed by the provisions of the Nimbus Service Agreement (Chapter 3), including the terms relating to exit assistance, data retrieval, and transition support.

15.3 Upon termination or expiration, the Customer shall have a period of thirty (30) days to retrieve all Content Data from their deployment. The Provider shall provide reasonable technical assistance for data retrieval and migration.

16. Confidentiality

16.1 Each party shall maintain the confidentiality of the other party's confidential information and shall not disclose such information to third parties without prior written consent, except as required by law or regulation.

16.2 Confidential information does not include information that: is or becomes publicly available through no fault of the receiving party; was known to the receiving party prior to disclosure; is independently developed without use of the disclosing party's confidential information; or is lawfully received from a third party without restriction.

17. Compliance and Export Control

17.1 Each party shall comply with all applicable laws and regulations in connection with its performance under these Terms, including export control laws and sanctions.

17.2 The Provider shall maintain all certifications and compliance standards as required under the Nimbus tender documents and as represented in the Provider's bid submission.

18. Amendments to Terms of Use

18.1 The Provider may amend these Terms from time to time. Any such amendments shall be communicated to the Tender Administrator with at least fourteen (14) days advance notice, in accordance with Section 3.10.5.2 of the Nimbus Service Agreement.

18.2 Amendments shall not diminish the rights or protections afforded to the Customer under the Nimbus Service Agreement or the terms of the Government Digital Marketplace.

19. Governing Law and Dispute Resolution

19.1 These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles.

19.2 Any dispute arising under or in connection with these Terms shall be resolved in accordance with the dispute resolution provisions of the Nimbus Service Agreement.

20. General Provisions

20.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.2 The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

20.3 These Terms, together with the Nimbus Service Agreement and any applicable order documentation, constitute the entire agreement between the parties with respect to the use of the Service.

20.4 In the event of any conflict between these Terms and the Nimbus Service Agreement, the Nimbus Service Agreement shall prevail.

Contact Information

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