Agent Provost End User License Agreement (Commercial License)

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This End User License Agreement ("EULA") governs the commercial use of the Agent Provost software ("Software"). This EULA incorporates by reference the Standard Contract for AWS Marketplace (SCMP) (v2022-07-14), available at https://s3.amazonaws.com/aws-mp-standard-contracts/Standard-Contact-for-AWS-Marketplace-2022-07-14.pdf. (If that URL becomes unavailable, the SCMP as published by AWS as of the effective date of this EULA shall control, and Licensor will provide a copy upon request). The SCMP applies strictly to billing, metering, and basic terms. In the event of any conflict between this EULA and the SCMP (including but not limited to Section 2.5 of the SCMP), the terms of this EULA shall strictly govern and supersede the SCMP.

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5. THIRD-PARTY BROKERAGE SERVICES (ALPACA)

The Software integrates with third-party APIs (e.g., AlpacaDB, Inc. and Alpaca Securities LLC). Licensor is an independent technology provider and is not affiliated with, endorsed by, or sponsored by Alpaca. Licensor is not responsible for third-party API downtime, rate limits, execution failures, or changes to third-party terms of service.

6. EXPLICIT MODIFICATIONS TO SCMP CLAUSES

To ensure the absolute limitation of Licensor's liability regarding financial trading and experimental AI, the following specific sections of the SCMP are hereby amended, replaced, or struck:

- **Deletion of Warranties (SCMP 5.1 & 7.1b):** Sections 5.1 and 7.1(b) of the SCMP are hereby deleted in their entirety. The Software is provided strictly "AS IS" with no express or implied warranties of any kind.
- **Modification to Support (SCMP 3.1 & 3.2):** Support is provided on a "commercially reasonable efforts" basis only. The Product Listing contains no binding Service Level Agreements (SLAs) or response time commitments. No failure or delay in providing support shall give rise to any refund or liability.
- **Modification to Indemnification (SCMP 8.1):** Licensor's indemnification obligations under Section 8.1 shall not apply to claims arising from third-party open-source components bundled with the Software (e.g., Alpaca MCP, OpenResty, Fluent Bit).
- **Deletion of Security Breach Liability Cap (SCMP 8.4):** Section 8.4 of the SCMP is hereby deleted in its entirety. The sole liability cap for any claim, including security breaches, is set forth in the replaced Section 9.1.
- **Modification to Limitation of Liability (SCMP 9.1):** Section 9.1 is replaced in its entirety. In no event shall Licensor's aggregate liability exceed the lesser of (a) One Hundred US Dollars ($100.00), or (b) the total amount paid by Buyer for the Subscription in the three (3) months preceding the incident. This limitation applies strictly to software license fees and explicitly excludes any liability for trading capital or financial market losses.
- **B2B Transaction & Allocation of Risk:** Licensee acknowledges that this is a commercial, Business-to-Business (B2B) transaction. Licensee waives any claim that this Agreement constitutes an oppressive standard form contract under any applicable law, including the Israeli Standard Contracts Law, 5743-1982.
- **Modification to Governing Law (SCMP 11):** Section 11 is struck and replaced. This Agreement shall be governed exclusively by the laws of the State of Israel. The Parties irrevocably consent to the exclusive jurisdiction and venue of the competent courts located in Jerusalem, Israel.