



# END USER LICENSE AGREEMENT (EULA)

## yAIT <your AI Tools>

**IMPORTANT:** PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE

This End User License Agreement (“**Agreement**”) is a legal agreement between you (either an individual or a legal entity) and the provider (“**Licensor**”) of the yAIT <your AI Tools> (“**Software**”), which includes machine learning tools and related documentation. By launching, copying, or using this 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 launch or use this Software.

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### 1. GRANT OF LICENSE

- 1.1 Subject to your acceptance of this **Agreement**, the Licensor grants you a non-exclusive, non-transferable, revocable license to use the Software on Amazon Web Services (AWS) for personal, educational, commercial, or research purposes.
  - 1.2 The **Software** is deployed as an Amazon Machine Image (AMI) and is intended solely for execution within AWS infrastructure. Local installations or redistribution outside of AWS are prohibited.
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### 2. DESCRIPTION OF SOFTWARE

- 2.1 The **Software** includes a pre-configured AI environment with the following components: PyTorch, TensorFlow, TF-Keras, CatBoost, XGBoost, RAPIDs.
  - 2.2 All third-party software tools are installed in their original form and have not been modified. Each tool is subject to its respective open-source license.
  - 2.3 The **Licensor** provides only the integration and environment setup. Ownership of all tools remains with their respective authors.
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### 3. LICENSE RESTRICTIONS

#### 3.1 You may not:

- Modify, reverse-engineer, or disassemble any part of the **Software**.
- Distribute the AMI or its components outside the AWS Marketplace.
- Use the **Software** for illegal, harmful, or unethical purposes.

#### 3.2 All usage must comply with the licensing terms of each included tool.

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### 4. OWNERSHIP AND INTELLECTUAL PROPERTY

#### 4.1 All rights not expressly granted herein are reserved by the Licensor.

#### 4.2 The **Software** includes third-party tools whose intellectual property is retained by their respective maintainers:

- PyTorch: BSD 3-Clause License
  - TensorFlow: Apache 2.0 License
  - TF-Keras: Apache 2.0 License
  - CatBoost: Apache 2.0 License
  - XGBoost: Apache 2.0 License
  - RAPIDs: Apache 2.0 License
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### 5. SUPPORT AND SLA

#### 5.1 Support is provided based on the plan selected by the user.

#### 5.2 Available plans include Basic, Advanced, Premium, Enterprise, and Custom. The Service Level Agreement (SLA) applies only to the Custom plan.

#### 5.3 Support channel include email only.

#### 5.4 The Licensor does not guarantee automatic updates. Users are responsible for maintaining and updating their environments unless otherwise agreed.

#### 5.5 Restoration of tools and environments is available exclusively in the Enterprise and Custom Plan.

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### 6. UPDATES

#### 6.1 The **Software** does not include automatic updates. The user is responsible for maintaining the environment or deploying new versions of the AMI.



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## 7. TERMINATION

- 7.1 This **Agreement** is effective until terminated. It will terminate automatically without notice if you fail to comply with any provision.
- 7.2 Upon termination, you must cease all use of the Software.

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## 8. DISCLAIMER OF WARRANTIES

- 8.1 The **Software** is provided “AS IS” without warranty of any kind. The **Licensor** disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

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## 9. LIMITATION OF LIABILITY

The Provider is not liable for:

- 9.1 Data loss, system damage, or financial loss.
- 9.2 Misuse of tools or outcomes derived.
- 9.3 License violations involving third-party tools.

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## 10. TERMINATION

- 10.1 This **Agreement** takes effect upon AMI activation and continues until terminated by either party. The Provider may suspend access for violations and require immediate discontinuation of use.

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## 11. GOVERNING LAW

- 11.1 This **Agreement** shall be governed by and construed in accordance with the laws of the jurisdiction of the Licensor, without regard to conflict of law principles.
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## 12. CONTACT INFORMATION

If you have any questions about this **Agreement**, please contact:

- General Support: [4support@4pertech.com](mailto:4support@4pertech.com)
- Legal Matters: [4contractagreement@4pertech.com](mailto:4contractagreement@4pertech.com)

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