

# End User License Agreement (EULA)

ASCEND™ AI Governance & Enforcement Platform

**Effective Date: May 2, 2026**

**Version: 1.0**

This End User License Agreement (the "EULA") is a binding agreement between you, the End User, and OW-KAI Technologies, Inc. ("OW-KAI") governing your installation and use of the ASCEND™ software development kits, integrations, command-line tools, and any associated documentation (collectively, the "Software"). This EULA supplements, and does not replace, the Terms of Service available at [ascendowkai.com/terms](https://ascendowkai.com/terms). In the event of conflict between this EULA and the Terms of Service with respect to the Software, the Terms of Service control.

## 1. Grant of License

Subject to your compliance with this EULA and the Terms of Service, OW-KAI grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software solely for the purpose of integrating your AI agents, services, and applications with the ASCEND Platform under an active subscription tier (Developer, Business, or Enterprise).

This license is conditioned on the existence of a valid, current ASCEND subscription associated with your organization. The license terminates automatically upon expiration, suspension, or termination of that subscription.

## 2. Permitted Use

The Software is licensed solely for the governance, observability, and enforcement of AI agent operations under the ASCEND Platform. You may:

- Install and configure the Software on systems owned or controlled by your organization;
- Embed the Software's SDK or client libraries into your AI agent runtimes, microservices, and orchestration platforms for the purpose of submitting governance decisions to the ASCEND Platform;
- Develop internal tools, dashboards, and operations workflows that consume the Software's outputs;
- Make a reasonable number of internal copies of the Software for backup, testing, and disaster recovery purposes.

## 3. Restrictions

Except as expressly permitted in this EULA, the Terms of Service, or by applicable law that cannot be lawfully contracted around, you shall not, and shall not permit any third party to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, internal algorithms, or trade secrets of the Software;
- Modify, translate, or create derivative works based on the Software, except for configuration within the documented extension points;
- Sublicense, rent, lease, lend, resell, distribute, or otherwise transfer the Software to any third party without OW-KAI's express prior written consent;
- Use the Software to build, train, or evaluate a competing product or service, or to benchmark the Software against competing products for public disclosure without OW-KAI's prior written consent;

- Remove, obscure, or alter any proprietary notices, copyright markings, trademarks, or attribution that appear in or on the Software;
- Circumvent, disable, or interfere with security, licensing, or access-control features of the Software or the ASCEND Platform;
- Use the Software in violation of applicable law, export control regulations, or third-party rights.

## 4. SDK and Integration License

The Software includes published client libraries, plugins, and integration packages distributed under this EULA, including without limitation:

- **ascend-ai-sdk** (PyPI) — Python SDK for the ASCEND Platform;
- **@ascend-ai/sdk** (npm) — Node.js / TypeScript SDK;
- **ascend-langchain** (PyPI) — LangChain governance middleware;
- **kong-plugin-ascend** (LuaRocks) — Kong API Gateway plugin;
- **ascend-helm-chart** — Kubernetes Helm chart for the agent sidecar;
- **ascend-n8n** — n8n nodes for ASCEND governance;
- **ascend-mcp-filessystem** — MCP server reference implementation;
- **ascend-k8s-operator** — Kubernetes Operator for managed agent governance.

Where any of the foregoing packages is published under a separate open-source-permissive license (Apache-2.0, MIT, or BSD-3-Clause), that open-source license governs your use of the corresponding package's source code. This EULA does not diminish your rights under such open-source licenses. Your use of the Software in combination with the ASCEND Platform remains subject to this EULA and the Terms of Service.

## 5. Intellectual Property Ownership

The Software is licensed, not sold. OW-KAI and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights therein. Except for the limited license expressly granted in Section 1, no rights are granted to you, by implication, estoppel, or otherwise.

The ASCEND™ and OW-KAI™ names, logos, and product names are trademarks of OW-KAI Technologies, Inc. Nothing in this EULA grants you any right to use those trademarks except for fair, factual reference to the Software in your internal documentation.

## 6. Updates and Modifications

OW-KAI may, at its discretion, release updates, patches, and new versions of the Software. Updates may include security fixes, bug fixes, feature additions, or breaking API changes accompanied by a major-version bump in accordance with semantic versioning.

You are responsible for keeping your integration code reasonably current with supported versions of the Software. OW-KAI's published support policy (available on the ASCEND documentation site) describes the support window for each major version. Use of unsupported versions of the Software is at your own risk.

## 7. Termination

This EULA terminates automatically and immediately on:

- Expiration, suspension, or termination of your organization's ASCEND subscription;

- Your material breach of this EULA or the Terms of Service that you fail to cure within 30 days after written notice from OW-KAI; or
- Your violation of Section 3 (Restrictions), in which case OW-KAI may terminate immediately and without prior notice.

On termination, you shall cease all use of the Software and delete or destroy all copies in your possession or control, except for archival copies required to comply with legal or regulatory retention obligations. Sections 3, 5, 8, 9, and 10 of this EULA survive termination.

## 8. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OW-KAI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. OW-KAI DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT DEFECTS WILL BE CORRECTED.

## 9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OW-KAI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA SHALL NOT EXCEED THE AMOUNTS PAID BY YOUR ORGANIZATION TO OW-KAI IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. OW-KAI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, REGARDLESS OF THE THEORY OF LIABILITY.

Some jurisdictions do not allow the exclusion of certain warranties or limitations on certain damages. To the extent such limitations are not enforceable in your jurisdiction, OW-KAI's liability is limited to the smallest amount permitted by applicable law.

## 10. Governing Law

This EULA is governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws provisions. Any dispute, claim, or controversy arising out of or relating to this EULA shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Wilmington, Delaware. Either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property rights or confidential information.

## 11. Contact

Questions regarding this EULA should be directed to [legal@ow-kai.com](mailto:legal@ow-kai.com). Notices and communications under this EULA must be in writing and delivered to that address.

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