

End User License Agreement (EULA) - v6

Sentinel-Ops - Safe Operating Envelope for AI Agents

Version: 6.0 **Effective Date:** July 21, 2026 **Last Updated:** July 21, 2026 **Licensor:** Yadriworks Inc., a Delaware C-Corporation

v5 changes (June 28, 2026): Added Section 3.4 (Evaluation Overage for paid tiers) and reconciled Sections 3.2 / 3.3 so monthly-evaluation overage on Essentials and Professional is billed as metered usage rather than hard-blocked. StarterPack remains a free (\$0), hard-capped trial tier.

v6 changes (July 21, 2026): Added Section 3.5 defining Agent count as the number of registered SOE policy definitions (the basis for AWS Marketplace metering). Removed “Access Graph visualization” from the Professional tier feature list (feature not yet shipped). Renamed the audit-trail feature to “tamper-evident audit trail” to precisely describe its hash-chain verification mechanism. Aligned the published Enterprise starting price (\$179,888/yr) across documents.

1. Acceptance of Terms

By subscribing to, installing, deploying, or using Sentinel-Ops (“Software”) through the AWS Marketplace or any other distribution channel, you (“Customer”, “You”) agree to be bound by this End User License Agreement (“Agreement”). If you do not agree, do not use the Software.

If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity.

Customer acknowledges that access to the Software (including the free StarterPack tier) constitutes adequate and sufficient consideration for the mutual obligations set forth in this Agreement.

2. License Grant

Subject to the terms of this Agreement and payment of applicable fees (if any), Yadriworks Inc. grants you a non-exclusive, non-transferable, revocable license to:

- **Deploy** the Software on AWS infrastructure within your AWS account(s)
- **Use** the Software to enforce governance policies on your AI agents
- **Configure** SOE policy definitions (`.soe.json` files) for your specific use cases
- **Access** the dashboard, API endpoints, and audit trail for your deployed instance(s)

3. Subscription Tiers

Tier	Annual Price	Agents	Evals/Month	Features
StarterPack	Free (\$0)	1	10K	SOE enforcement, deterministic gate engine, cumulative risk scoring, tamper-evident audit trail, real-time dashboard, OSCAL/STIX export. Community support (no SLA). All StarterPack features.
Essentials	\$5,988/yr	Up to 10	500K	AI-assisted classification (requires your own LLM API key). Standard support with 2 business day response time. Everything in Essentials + Beacon cross-agent anomaly detection, EventBridge/SIEM integration. Priority support with 1 business day response time.
Professional	\$29,888/yr	Up to 100	5M	Everything in Professional + 24/7 dedicated support, 4-hour critical response SLA, named CSM, dedicated Slack channel, custom integrations, professional services for SOE policy design.
Enterprise	Starting at \$179,888/yr	Unlimited	Unlimited	

3.1 StarterPack - Trial and Evaluation Use Only

The StarterPack tier is provided free of charge and is intended solely for trial, evaluation, and proof-of-concept purposes. The StarterPack tier is subject to the following additional terms:

- **NO WARRANTY.** The StarterPack tier is provided “AS IS” and “AS AVAILABLE” without warranty of any kind, express or implied. Yadriworks Inc. expressly disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, availability, accuracy, and reliability.

- **NO SERVICE LEVEL AGREEMENT.** Yadriworks Inc. makes no commitments regarding uptime, availability, response time, or support for the StarterPack tier. Community support is offered on a best-effort basis only.
- **NOT FOR PRODUCTION USE.** The StarterPack tier is not intended or warranted for production workloads, compliance-critical environments, or any use case where a failure of the Software could result in financial, legal, or operational harm. Customer acknowledges and agrees that any production use of the StarterPack tier is at Customer's sole risk.
- **ASSUMPTION OF RISK.** Customer expressly assumes all risk arising from the use of the StarterPack tier. Customer acknowledges that it has independently evaluated the Software and is not relying on any representation, warranty, guarantee, or statement by Yadriworks Inc. other than as expressly set forth in this Agreement. Customer waives, to the maximum extent permitted by applicable law, any and all claims against Yadriworks Inc. arising from or related to the use of the StarterPack tier.
- **ZERO LIABILITY.** To the maximum extent permitted by applicable law, Yadriworks Inc. shall have zero (0) liability for any damages, losses, or claims arising from use of the StarterPack tier, including but not limited to data loss, security incidents, policy enforcement failures, or business interruption.
- **NO EQUITABLE RELIEF.** StarterPack users acknowledge and agree that they have no right to injunctive or equitable relief compelling Yadriworks Inc. to continue, restore, maintain, or provide any particular level of service for the StarterPack tier.
- **TERMINATION AT WILL.** Yadriworks Inc. reserves the right to modify, suspend, or discontinue the StarterPack tier at any time without notice and without liability. No refunds, credits, or compensation apply.
- **NO DATA RETENTION OBLIGATION.** Yadriworks Inc. has no obligation to retain, back up, or migrate any data, configurations, or audit trails associated with the StarterPack tier upon termination or discontinuation.
- **COMPLIANCE TOOLING DISCLAIMER.** The inclusion of OSCAL/STIX export functionality and other compliance-related features in the StarterPack tier does not constitute a representation that the Software is suitable for regulatory compliance, audit, certification, or any compliance-critical purpose. These features are provided for evaluation purposes only. Any reliance on compliance export features for actual regulatory, audit, or certification purposes is at Customer's sole risk and without any warranty from Yadriworks Inc.
- **REGULATED INDUSTRIES.** The StarterPack tier is not designed, intended, or warranted for use in regulated industries including but not limited to healthcare, financial services, insurance, critical infrastructure, defense, energy, or any industry subject to specific compliance frameworks (e.g., HIPAA, SOX, PCI-DSS, FedRAMP, ITAR). Customers in regulated industries must subscribe to a paid tier and independently verify that the Software meets their regulatory requirements.

Customers requiring warranty coverage, support SLAs, or production-grade assurances must subscribe to a paid tier (Essentials or above).

3.2 Paid Tier Provisions (Essentials, Professional, Enterprise)

The following provisions apply to all paid subscription tiers:

- **SCOPE OF USE.** Paid tiers are licensed for production use up to the agent and monthly evaluation limits specified for the applicable tier. Agent limits are hard limits — registering agents beyond the tier limit requires an upgrade. Monthly evaluation usage beyond the included allowance is not blocked on paid tiers; it is permitted and billed as metered overage in accordance with Section 3.4. Customer may upgrade to a higher tier at any time for a larger included allowance.
- **SUPPORT.** Support response times are targets, not guarantees, except where a separate Service Level Agreement (SLA) has been executed between the parties. Yadriworks Inc. will use commercially reasonable efforts to meet stated response times.
- **NO GUARANTEE OF OUTCOMES.** The Software is a governance and policy enforcement tool. Yadriworks Inc. does not guarantee that the Software will detect, prevent, or mitigate all policy violations, security threats, or compliance failures. Customer is solely responsible for implementing defense-in-depth strategies appropriate to its risk profile.

- **CUSTOMER RESPONSIBILITY.** Customer is solely responsible for the design, accuracy, and adequacy of its SOE policy definitions (`.soe.json` files), the behavior and outputs of its AI agents, and compliance with all applicable laws and regulations. Yadriworks Inc. shall not be liable for any harm arising from Customer’s policy configurations or the actions of Customer’s AI agents.
- **THIRD-PARTY DEPENDENCIES.** The Software integrates with third-party services including AWS infrastructure, LLM providers (Groq, Anthropic), and Customer’s own AI agent frameworks. Yadriworks Inc. is not responsible for the availability, accuracy, performance, or security of any third-party services, and disclaims all liability for failures, outages, or errors attributable to third-party services.
- **AI-ASSISTED FEATURES DISCLAIMER.** AI-assisted classification and Counsel features rely on third-party LLM providers using Customer’s own API keys. Yadriworks Inc. makes no representations regarding the accuracy, reliability, or completeness of AI-generated classifications and shall not be liable for any decisions or actions taken in reliance upon such classifications.

3.3 General Tier Provisions

Agent and evaluation limits are enforced by the Software’s entitlement system. Exceeding your tier’s agent limit will result in new agent registrations being denied until you upgrade. Monthly evaluation limits are enforced as follows: on the StarterPack tier, evaluations beyond the included monthly limit are denied until the next calendar month or an upgrade (a hard cap, with no overage charges); on paid tiers (Essentials and Professional), evaluations beyond the included monthly limit are permitted and billed as metered overage in accordance with Section 3.4. The Enterprise tier has no evaluation limit.

AWS infrastructure costs (ECS Fargate, load balancers, WAF, VPC endpoints, DynamoDB, CloudWatch, Secrets Manager) are billed separately by AWS and typically range \$70–180/month depending on configuration. LLM provider costs for AI-assisted features are also separate and depend on your chosen provider (Groq, Anthropic) and usage volume.

Enterprise tier pricing is determined via private offer based on deployment scale and support requirements. The published price represents a starting point; actual pricing may vary.

For detailed product information and usage guidelines, visit yadriworks.ai/docs.

3.4 Evaluation Overage (Paid Tiers)

On the Essentials and Professional tiers, monthly evaluations in excess of the tier’s included allowance are not blocked; they are permitted and billed as metered usage (“Overage”) through AWS Marketplace, in addition to the annual subscription fee. Overage is sold in fixed blocks and is reported by the Software to AWS Marketplace for billing:

Tier	Included Evals/Month	Overage Block Size	Price per Block (USD)
Essentials	500,000	100,000 evaluations	\$150
Professional	5,000,000	1,000,000 evaluations	\$750

The following terms apply to Overage:

- **GRACE CUSHION.** A grace cushion of ten percent (10%) of the included monthly allowance is applied before any Overage is incurred. By way of example, an Essentials subscriber incurs no Overage until monthly evaluations exceed 550,000, and a Professional subscriber until monthly evaluations exceed 5,500,000.
- **BLOCK ROUNDING.** Overage is billed in whole blocks; any partial block consumed is rounded up to one full block.
- **METERED BILLING.** Overage is metered by the Software and reported to AWS Marketplace, which bills Customer through Customer’s AWS account. By using a paid tier, Customer authorizes these metered Overage charges. Overage charges are in addition to, and do not reduce, the annual subscription fee.

- **MONTHLY RESET.** Included allowances and Overage counters reset at the start of each calendar month (UTC).
- **STARTERPACK EXCLUDED.** The StarterPack tier does not support Overage and is subject to a hard monthly cap as described in Section 3.3.
- **ENTERPRISE.** The Enterprise tier has no evaluation limit and is not subject to Overage, except as otherwise specified in an applicable Order Form or private offer.

3.5 Agent Count and Usage Metering

For all purposes under this Agreement, an “**Agent**” means one AI agent governed by an SOE policy definition (`.soe.json`) registered with Customer’s deployment. Agent usage is determined by the **number of SOE policy definitions registered** with the deployment, excluding the Software’s own internal governance agents (Sentinel, Arbiter, Chronicle, Beacon, Counsel), which do not count toward any tier limit.

- The Software reports this count to AWS Marketplace metering under the **agents-governed** dimension for billing and entitlement purposes.
- Registering an SOE definition increases the count; deregistering (deleting) an SOE definition reduces the count prospectively. Peak concurrent registrations within a billing period may be used for tier-limit assessment.
- Registering multiple distinct workloads under a single SOE definition to circumvent tier limits is a violation of Section 4(e).

4. Restrictions

You may NOT:

- (a) Reverse engineer, decompile, disassemble, or attempt to derive source code from the compiled container images
- (b) Sublicense, resell, lease, or redistribute the Software to third parties as a standalone product
- (c) Remove or alter any proprietary notices, labels, or marks
- (d) Use the Software to build a competing product or service
- (e) Circumvent entitlement enforcement, agent limits, or metering functionality
- (f) Use the Software in violation of any applicable law or regulation
- (g) Use the Software as the sole mechanism for regulatory compliance without independent verification
- (h) Rely on AI-assisted features as the sole basis for compliance, legal, or safety-critical decisions
- (i) Use the Software in connection with any activity that is illegal, fraudulent, deceptive, or harmful, or in any manner that could expose Yadriworks Inc. to liability
- (j) Use the StarterPack tier for production workloads or in regulated industry environments without subscribing to a paid tier

5. Acceptable Use Policy

Customer agrees to use the Software in accordance with all applicable laws and the terms of this Agreement. Without limiting the foregoing:

- Customer shall not use the Software to facilitate, enable, or validate any illegal, fraudulent, or harmful activity
- Customer shall not use the Software to process, store, or evaluate data in violation of applicable data protection or privacy laws
- Customer is solely responsible for ensuring that its use of the Software complies with all applicable industry regulations, standards, and legal requirements
- Yadriworks Inc. reserves the right to monitor usage patterns for the purpose of detecting abuse, entitlement circumvention, or violations of this Agreement
- Yadriworks Inc. reserves the right to suspend or terminate access (particularly for the free StarterPack tier) immediately and without notice if it reasonably suspects misuse, abuse, or violation of this Agreement

Customer acknowledges that Yadriworks Inc. bears no responsibility for the manner in which Customer uses the Software or any outcomes resulting from such use.

6. AWS Marketplace Terms

When obtained through AWS Marketplace:

- Billing is managed by AWS according to the pricing model selected at subscription time
- AWS Customer Agreement and AWS Marketplace Terms of Service apply in addition to this Agreement
- Cancellation and refund policies are governed by AWS Marketplace terms
- Metering data (agent count — measured as the number of registered SOE policy definitions per Section 3.5 — evaluation count, and violation count) is reported to AWS for billing purposes. No customer data, SOE policy content, or audit trail content is transmitted to AWS or Yadriworks Inc.

7. Data Processing

- **Customer Data stays in your AWS account.** The Software runs entirely within your infrastructure. SOE policy definitions, audit trails, risk scores, and agent events are stored in your ECS task’s ephemeral storage or your configured S3/storage backend.
- **No data exfiltration.** The Software does not transmit Customer Data to Yadriworks Inc. or any third party, except:
 - AWS Marketplace metering (aggregate counts only, no content)
 - LLM API calls (Groq/Anthropic) when AI-assisted features are enabled, using YOUR API key
- **LLM data processing.** When Sentinel AI or Counsel features are enabled, tool call metadata (tool name, abbreviated input) may be sent to the configured LLM provider. The full tool output is never sent. You control this via the `SOE_AI_ENABLED` environment variable.
- **Data security disclaimer.** While the Software is designed to process data within Customer’s infrastructure, Yadriworks Inc. does not warrant the security of Customer’s AWS environment, network configuration, or storage backends. Customer is solely responsible for securing its own infrastructure.

8. Regulatory Citations and Compliance Registry

8.1 Regulatory Registry as Citation Index

The Software references a publicly available regulatory compliance registry (“Registry”) located at <https://github.com/aiworkslc/regulatory-compliance-registry>. The Registry is a machine-readable citation index that maps SOE enforcement actions to official legal sources. The Registry is NOT legal advice, legal interpretation, or a substitute for professional legal counsel.

8.2 Nature of Regulatory Citations

Each compliance export produced by the Software (including OSCAL Assessment Results, STIX 2.1 Indicator Bundles, and EventBridge events) includes a `regulatoryRegistryVersion` field that pins the export to a specific version of the Registry. Regulatory citations within these exports:

- Reference publicly available legal texts published by official authorities (e.g., EUR-Lex, U.S. Electronic Code of Federal Regulations, FINRA Rulebook)
- Are provided solely as informational pointers to assist Customer in identifying applicable regulations
- Do not constitute a representation that any particular regulation applies to Customer’s specific jurisdiction, business, or use case
- Do not constitute legal analysis, legal interpretation, or legal advice regarding the cited regulations
- May not reflect amendments, repeal, judicial interpretation, or regulatory guidance issued after the Registry version’s publication date

8.3 Registry Versioning and Currency

The Registry is refreshed on a quarterly cadence. Each version is a point-in-time snapshot of regulatory citations known at the time of publication. Yadriworks Inc. uses commercially reasonable efforts to maintain the accuracy and currency of the Registry but does NOT warrant that:

- The Registry is complete, current, or error-free at any point in time
- All regulations applicable to Customer's jurisdiction or industry are included
- Cited regulations have not been amended, superseded, or repealed since the Registry version's publication date
- The URLs to official legal sources remain valid or accessible

8.4 Customer Responsibility

Customer is solely responsible for:

- Independently verifying the applicability of any cited regulation to Customer's specific jurisdiction, business activities, and regulatory obligations
- Monitoring regulatory changes that may affect Customer's compliance obligations, independent of the Registry's refresh cadence
- Engaging qualified legal counsel to interpret regulations and assess compliance
- Not relying on the Registry or the Software's compliance exports as the sole basis for any legal, regulatory, or compliance determination

8.5 No Legal Advice

NOTHING IN THE SOFTWARE, THE REGISTRY, THE COMPLIANCE EXPORTS, OR ANY DOCUMENTATION PUBLISHED BY YADRIWORKS INC. CONSTITUTES LEGAL ADVICE. THE INCLUSION OF REGULATORY CITATIONS IN THE SOFTWARE'S OUTPUT DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP, A PROFESSIONAL-CLIENT RELATIONSHIP, OR ANY FIDUCIARY OBLIGATION BETWEEN YADRIWORKS INC. AND CUSTOMER. CUSTOMER SHOULD CONSULT WITH QUALIFIED LEGAL PROFESSIONALS REGARDING ANY REGULATORY COMPLIANCE MATTER.

9. Intellectual Property

The Software, including its architecture, algorithms, enforcement engine, and documentation, is the intellectual property of Yadriworks Inc. This Agreement does not transfer ownership.

Customer-created SOE policy definitions (`.soe.json` files) remain Customer's intellectual property.

10. No Reliance

Customer acknowledges and agrees that in entering into this Agreement and using the Software, Customer has not relied on any representation, warranty, guarantee, promise, or statement made by or on behalf of Yadriworks Inc. that is not expressly set forth in this Agreement. Without limiting the foregoing:

- Customer has not relied on any marketing materials, documentation, demonstrations, or communications as a warranty or guarantee of performance, accuracy, reliability, or suitability
- Customer has independently evaluated the Software and determined its suitability for Customer's intended use
- Customer acknowledges that the Software is a governance tool and not a substitute for professional legal, compliance, security, or regulatory advice
- Customer assumes all risk associated with the use of the Software and any reliance on its outputs, classifications, or reports

This Section 10 applies to all tiers, including the StarterPack, Essentials, Professional, and Enterprise tiers.

11. Warranty Disclaimer

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, SECURITY, OR COMPATIBILITY.

Yadriworks Inc. does not warrant that:

- The Software will meet all of your requirements or be suitable for any particular purpose
- The Software will be uninterrupted, error-free, timely, or secure
- The Software will detect or prevent all policy violations, security threats, or compliance failures (defense-in-depth is strongly recommended)
- AI-assisted features will produce accurate, complete, or reliable classifications in all cases
- The Software will be compatible with all AI agent frameworks, LLM providers, or AWS configurations
- Any defects or errors in the Software will be corrected within any specific timeframe
- The results obtained from use of the Software will be accurate, reliable, or meet Customer’s expectations
- The compliance export features (OSCAL/STIX) will satisfy any particular regulatory, audit, or certification requirement

For the avoidance of doubt, the StarterPack (free) tier carries absolutely no warranty of any kind and is provided strictly for evaluation purposes. See Section 3.1 for the complete StarterPack terms.

CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS A GOVERNANCE TOOL AND NOT A SUBSTITUTE FOR PROFESSIONAL LEGAL, COMPLIANCE, OR SECURITY ADVICE. CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE USE OF THE SOFTWARE AND ANY RELIANCE ON ITS OUTPUTS.

12. Limitation of Liability

12.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YADRIWORKS INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OF OR DAMAGE TO DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS INTERRUPTION; REGULATORY FINES OR PENALTIES; OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF YADRIWORKS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Aggregate Liability Cap

YADRIWORKS INC.’S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO YADRIWORKS INC. FOR THE SOFTWARE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY; OR (B) THE ANNUAL LIST PRICE OF CUSTOMER’S THEN-CURRENT SUBSCRIPTION TIER.

12.3 Tier-Specific Liability Caps

The following maximum aggregate liability caps apply per tier:

Tier	Maximum Aggregate Liability	Cap Basis
StarterPack	\$0.00	No fees paid; trial use only
Essentials	\$5,988 (1x annual fees paid)	Fees paid in the 12 months preceding the claim
Professional	\$29,888 (1x annual fees paid)	Fees paid in the 12 months preceding the claim
Enterprise	Per Order Form (default: 1x annual fees paid)	As specified in applicable Order Form or private offer

12.4 Specific Liability Exclusions

Without limiting the generality of the foregoing, Yadriworks Inc. shall have no liability whatsoever for:

- Damages arising from Customer’s SOE policy definitions, configurations, or their adequacy or accuracy
- Actions, outputs, decisions, or behaviors of Customer’s AI agents, whether or not evaluated by the Software
- False positives, false negatives, or misclassifications by the deterministic gate engine or AI-assisted classification features
- Failures, outages, errors, or security breaches of third-party services including AWS, LLM providers, or Customer’s own infrastructure
- Regulatory non-compliance, audit failures, or legal liability arising from Customer’s reliance on the Software as a sole compliance mechanism
- Data loss, corruption, or unauthorized access resulting from Customer’s infrastructure configuration, network security, or storage backend
- Damages resulting from unauthorized access to or alteration of Customer’s transmissions, data, or SOE configurations
- Any claim arising more than twelve (12) months after the event giving rise to such claim
- Any damages arising from use of the StarterPack tier, regardless of the theory of liability

12.5 Essential Purpose

Customer acknowledges that the liability limitations in this Section 12 reflect a reasonable allocation of risk between the parties and form an essential basis of the bargain. These limitations shall apply even if any limited remedy set forth herein is found to have failed of its essential purpose. Customer agrees that Yadriworks Inc. would not have entered into this Agreement without these limitations.

12.6 Jurisdictional Variations

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, the liability of Yadriworks Inc. shall be limited to the maximum extent permitted by applicable law.

13. Indemnification

13.1 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Yadriworks Inc., its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or related to:

- Customer’s use of the Software in violation of this Agreement
- Customer’s SOE policy definitions, configurations, or their design, accuracy, or adequacy

- Customer’s AI agents’ actions, outputs, decisions, or behaviors
- Any claim that Customer’s use of the Software infringes a third party’s rights
- Customer’s failure to comply with applicable laws, regulations, or industry standards
- Any regulatory action, audit finding, or compliance failure related to Customer’s use of or reliance on the Software
- Any third-party claim arising from Customer’s use of the StarterPack tier for production, compliance-critical, or regulated-industry purposes

13.2 Indemnification Procedure

The indemnified party shall promptly notify the indemnifying party of any claim, cooperate in the defense, and allow the indemnifying party to control the defense and settlement of any such claim, provided that no settlement shall require any admission of liability by the indemnified party without its prior written consent.

14. Export Compliance and Sanctions

Customer represents and warrants that:

- Customer is not located in, and will not use the Software from, any country or region subject to comprehensive U.S. economic sanctions (including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine), nor will Customer export, re-export, or transfer the Software to any such country or region
- Customer is not listed on, and is not owned or controlled by any party listed on, any U.S. government restricted party list, including but not limited to the Specially Designated Nationals and Blocked Persons List (SDN List) maintained by the Office of Foreign Assets Control (OFAC), the Entity List maintained by the Bureau of Industry and Security (BIS), or any other applicable restricted party list
- Customer will comply with all applicable U.S. and international export control laws and regulations, including the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) where applicable
- Customer will not use the Software for any purpose prohibited by applicable export control laws, including but not limited to the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology

Violation of this Section 14 constitutes a material breach of this Agreement and grounds for immediate termination without notice.

15. Term and Termination

- This Agreement is effective upon subscription and continues until terminated.
- Either party may terminate with 30 days written notice.
- Yadriworks Inc. may terminate immediately if Customer breaches this Agreement.
- Upon termination, Customer must cease using the Software and delete all container images within fifteen (15) days.
- Audit trail data created during the license period remains Customer’s property.
- For the StarterPack tier, Yadriworks Inc. may suspend or terminate access at any time without notice and without liability.
- Sections 8 (Regulatory Citations), 9 (Intellectual Property), 10 (No Reliance), 11 (Warranty Disclaimer), 12 (Limitation of Liability), 13 (Indemnification), 14 (Export Compliance), and 16 (Governing Law) shall survive termination of this Agreement.

16. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Delaware, United States, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware. Each party consents to personal jurisdiction in such courts and waives any objection to venue.

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.

CUSTOMER AGREES THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. CUSTOMER WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION AGAINST YADRIWORKS INC.

17. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

18. Entire Agreement

This Agreement, together with the AWS Marketplace Terms and any applicable Order Form, constitutes the entire agreement between the parties regarding the Software. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

19. Contact

Yadriworks Inc. Email: legal@yadriworks.ai Website: <https://yadriworks.ai> Documentation: <https://yadriworks.ai/docs>

By using Sentinel-Ops, you acknowledge that you have read, understood, and agree to be bound by this End User License Agreement.