

# END USER LICENSE AGREEMENT

**PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY INSTALLING OR USING THE PLATFORM THAT ACCOMPANIES THIS EULA, YOU AGREE TO THE TERMS HEREIN. IF YOU DO NOT AGREE, YOU SHOULD NOT INSTALL OR USE THIS PLATFORM.**

## Terms and conditions

This is an agreement between the “End Users” and **Tredence, Inc.**, a company incorporated under the laws of Delaware, having its principal place of business at 1900 Camden Ave #66, San Jose CA 95124 (hereinafter referred to as “**Company**”, which expression shall include where appropriate its affiliates, successors and assigns) is THE SOLE OWNER OF THE PLATFORM APPLICATION ML Works (**Monitors Customers Machine Learning Models and Related Data Pipelines**) - Read carefully before using this web/desktop application. By using this web/desktop application, you agree with these terms and condition.

1. “**ML Works**” (hereinafter referred to as “**Product**” for the sake of brevity), **Product** means the Company’s proprietary Platform application more fully described in **Annexure 1** of this Agreement, which is to be used in accordance with terms of this Agreement and in the manner as set out in the Documentation and shall include all Customizations and Enhancements thereto.
2. The Company is engaged in the business of data analytics and has developed Product, a Platform application which monitors customers machine learning models and related data pipelines.
3. The Company agrees to license Product and the End User agrees to use the same in accordance with the terms set out in this Agreement. Where required following terms shall be construed as following:
  - (a) “**End User Data**” means any information, application, file, text or such other material that is uploaded into the Product only. Company has no access to End User’s any personally identifiable information (PII) data.

- (b) **“Permitted Systems”** means the systems used by the Customer to host the Product.
  - (c) **“Intellectual Property Right(s)”** means and includes, without limitation, any patents, copyrights, trademarks, trade secrets, service marks (in each case, whether registered or not), registered designs, database right, design right, moral right or any other property rights that grant similar rights as the foregoing, whether registered or not, anywhere in the world;
  - (d) **Proprietary Information** means: (i) the Product and the Documentation and any complete or partial copies thereof (including any modifications or enhancements thereto); (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Product, including its architecture, structure, sequence, and organization; and (iii) any inventions, drawings, performances, Platform, databases and methodologies in any manner related to the Product and the Documentation;
  - (e) **Documentation** means the Company’s product manuals or other standard Platform documentation, which may be made available by the Company to Customer and which may be amended and updated from time to time;
  - (f) **Term** means the period specified in Annexure 1 of this Agreement;
  - (g) **Third Party Materials** means Platform, databases or internet resources which are owned by a third party and which the Product interoperates with in performing certain activities underlying certain functionalities;
  - (h) **Use or Used** means to directly or indirectly activate the processing capabilities of the Product, and/or execute, access, utilize, or display information resulting from such capabilities; and
  - (i) **End User** means an individual who Use the Product or who has been supplied user identifications and passwords (in compliance with the requirements specified in this regard by the Company). Tredence do not limit usage of license to certain number of Users only provided they are allowed to use Product as per this Agreement.
4. Company hereby grants the End User a revocable, free of cost, non-exclusive, non-transferable, non-sublicensable, worldwide, limited license to install the Product on the Permitted Systems and Use the Product and the corresponding Documentation, for the Term, subject to the terms of this Agreement.
5. End User shall not do any modifications to the Product and its features.
6. Nothing set forth in this Agreement shall restrict the Company from collecting, storing, analyzing and using information related to the performance and usage of the Product by the End User for any purpose it deems appropriate including but not limited to tracking the End User’s usage of the Product, tracking Product performance, marketing and sales

materials, benchmarking studies and further development of the Product. Such information collected shall be construed to be Proprietary Information.

7. End User agrees that at all times End User retain responsibility of all the Data that it uploads, downloads, posts, emails, transmits, stores, shares or otherwise makes available through its use of the Product.

8. End user cannot use this Product without accepting the terms and conditions of this End User License Agreement (EULA). Once you open or Use the Product, it is considered that you accepted all of the terms and conditions of the EULA and you will be licensed to use the Product for your Single License only, solely in connection with Product set out in Annexure 1.

9. This is trial version of Product. And Company has full rights of launching trial version of Product and can use its rights to suspend or close the trial version of Product at any time without prior notice.

10. Upon your acceptance of the EULA, it is considered that you agreed to changing the terms and conditions of EULA at any time by Company without your separate acceptance. When such changes are made to EULA, you shall be bound to the updated version.

11. All the rights in the Product are owned by Company solely and any third parties or End User shall not reserve any rights pertaining to the said Product by any which ways.

12. Under all conditions, Company can stop distributing the Product at its sole decision and there shall be no dispute or claims arising pertaining to the losses of any nature towards Company by the end user.

13. No warranty; limitations of liability
  - a. Company provides the Product "as is," "with all faults" and "as available." Company does not guarantee the accuracy or timeliness of information deemed to be available from the use of Product. Your use of the Product is at your sole risk. Company gives no express

warranties, guarantees or conditions. Company excludes any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

- b. Company makes no representations and shall not be liable about the suitability, reliability, availability, timeliness, or viruses or other harmful components (if any) related to the Product.
- c. You understand and agree that Company shall not be liable to you for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the Product, with delay or inability to use the Product, or the provision or failure to provide the Product, whether based on contract, tort, negligence, strict liability or otherwise, even if Company has been advised of the possibility of damages.
- d. Each provision of this clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this agreement.

14. At all times your information provided in conjunction with the use of the Application will be treated in accordance with Privacy Policy of Company which can be viewed at <https://www.tredence.com/privacy-policy>

15. California state law governs the interpretation of this Agreement, regardless of conflict of laws principles. Any dispute arising out of or related to this agreement shall exclusively fall within the jurisdiction of courts at San Jose.

16. The license is mainly of type Free Trial.

17. Company does not hold any responsibility of loss of data by End User due to natural disaster or disaster due to User's mistake.

## **Annexure 1**

### **Product**

**Product Description:** ML Works is an enterprise grade ML Model monitoring platform for ML models in production. It is a cloud platform agnostic product, and also integrates with on-premise as well as hybrid systems. The trial version is hosted on Company's cloud where the compute cost is not passed on to the end user. The product has 4 major components available in the trial version – drift, explainability, persona dashboard & MLOps graph. End user is expected to upload the training and testing (tagging) datasets, and model object to experience the usability of the product. In case of security concerns for bringing the data, the product is pre-loaded with a few projects – End User cannot change the information within these projects.

End User can submit their queries to the company through the support page of the platform or request for the purchase of Enterprise version

**Term:** The trial version will be active for a 45-day period for End User from the day they sign up. This term may be revised in the future which will only be applicable to new users onboarded after the revision