THIS END USER SOFTWARE LICENSE AGREEMENT (“**LICENSE AGREEMENT**”) REPRESENTS THE LEGAL TERMS AND CONDITIONS BETWEEN THE OWNER OR LICENSOR OF THE SOFTWARE (“**SERVICE PROVIDER**”) AND THE CUSTOMER (“**CUSTOMER**” OR “**YOU**”), WHICH ENTITIES ARE IDENTIFIED ON THE APPLICABLE ORDERING DOCUMENT (“**REFERENCING AGREEMENT**”), FOR THE LICENSE OF SOFTWARE (“**SOFTWARE”**), AS WELL AS OTHER RELATED SERVICES AS DEFINED HEREIN AND IN THE APPLICABLE REFERENCING AGREEMENT (TOGETHER, “**SERVICES**”), AND HARDWARE IF AND AS APPLICABLE.

IF THE SOFTWARE OR SERVICES ARE PURCHASED BY CUSTOMER THROUGH A RESELLER WHICH IS CONTRACTING DIRECTLY WITH SERVICE PROVIDER (“**PRIMARY RESELLER**”), THE FOLLOWING ADDITIONAL TERMS SHALL APPLY:

(A) Pursuant to a separate agreement between Primary Reseller and Service Provider, Primary Reseller is authorized to license the Services to Customer either directly or through multiple tiers of distribution (each, a “**Reseller**”). References herein to “Reseller” shall mean either Primary Reseller or any authorized Reseller, depending on the party with whom Customer has contracted. Regardless of the method of procurement of the Services by Customer, the terms of this Agreement shall apply to Customer’s access to and use of the Services.

(B) Notwithstanding anything to the contrary contained herein, payment of fees, including payment terms, shall be as agreed solely between Customer and the applicable Reseller. Service Provider shall have no responsibility or liability for any payment disputes between Customer and any Reseller.

(C) In the event a Reseller fails to pay Primary Reseller or Service Provider as required under the applicable agreement, Primary Reseller may instruct Service Provider to suspend, deny, or terminate Customer’s license and access to the Services, and Service Provider shall comply, without liability to Customer.

(D) Reseller is an independent party and is not acting as an agent of Service Provider. Service Provider shall not be bound by, and shall have no liability for, any different or additional terms with respect to the Services that may be contained in Customer’s agreement with any Reseller, and Customer’s sole recourse for any such terms shall be against the Reseller.

(E) Notwithstanding anything to the contrary herein, Customer understands and acknowledges that no Reseller has any authority to modify, amend, waive, or otherwise alter the terms of the Agreement (defined below).

(F) If Customer and Service Provider have executed a separate written license agreement directly governing Customer’s use of the Services, such agreement shall apply to Customer’s use of the Services.

(G) Service Provider is not responsible for any acts or omissions of any Reseller, including without limitation, any Reseller’s handling of Customer Data.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY (I) STOP ANY SOFTWARE DOWNLOAD OR INSTALLATION OF THE SOFTWARE; (II) NOT COPY OR OTHERWISE USE THE SOFTWARE; (III) NOTIFY SERVICE PROVIDER; AND (IV) DELETE OR RETURN THE SOFTWARE TO SERVICE PROVIDER.

References to “**Agreement**” herein include the “License Agreement” and “Referencing Agreement”, including all addenda or attachments thereto. References to “Services” include “Software”, specifically including any updates thereto provided in accordance with the Maintenance and Support Addendum located at [http://maintenanceandsupportaddendum.trilogy.com](http://maintenanceandsupportaddendum.trilogy.com/) (“**Support Services**” and “**Support Terms**”, respectively), and any related services, as applicable. Unless otherwise set forth in a Referencing Agreement, “Customer” does not include parents, subsidiaries or other affiliated entities of Customer.

Customer acknowledges and agrees that it is not relying on any agreement, representation, statement, or warranty (whether or not in writing) made or given prior to the Term Start Date (as identified on the Referencing Agreement), except as expressly provided herein with respect to the Services. There shall be no force or effect to any different terms of any related purchase order or similar Customer generated form even if signed by the parties after the date hereof.

By signing/agreeing to a Referencing Agreement, each party acknowledges that it has read, understands, and agrees to the terms of this License Agreement.

# LICENSE GRANT AND RIGHT OF USE

* 1. **License Grant.** This License Agreement sets forth the terms and conditions under which Customer may: (i) use Service Provider’s proprietary Software that is specifically licensed to Customer pursuant to the Referencing Agreement and the terms contained herein (“**Use**”); and (ii) use the user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such Software (“**Documentation**”). References to “Software” herein shall include “Documentation”. Any Software licensed hereunder shall be licensed pursuant to a separate Referencing Agreement. Software shall be licensed as follows:
     1. **License Grant - On-Premises Software.** If applicable, Service Provider hereby grants to Customer during the Term, a limited, non-exclusive, non-sublicensable and non-transferable license to install, use, and run the Software, including any updates or upgrades thereto, within Customer’s computing environment ("**On-Premises Software**”), solely for Customer’s internal business operations, and solely in accordance with the Documentation. Unless otherwise specified in a Referencing Document, the Software will be made available on an On-Premises basis.
     2. **License Grant - Software-as-a-Service.** If applicable, Service Provider hereby grants to Customer during the Term, a limited, worldwide, non-exclusive, non-sublicensable and non-transferable right to access and use the Software as set forth in the Referencing Agreement, including any updates or upgrades thereto on software-as-a-service basis (“**SaaS Software**”), solely for Customer’s own internal use and solely in accordance with Documentation.
     3. **License Restrictions.** Customer will not, and it will not permit others to, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or data related thereto; (ii) modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Service Provider or authorized within the Services); (iii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or (iv) remove any proprietary notices or labels. Customer shall not permit a competitor of Service Provider to access or use the Services at any time or for any reason.

**1.2. Third-Party Technology.** Software may contain certain third-party components created and owned or licensed by third parties and/or Software may contain or be accompanied by certain third-party products owned or licensed by a third party subject to a separate license agreement between Customer and such third party (each, “**Third-Party Technology**”). CONSEQUENTLY, THIRD-PARTY TECHNOLOGY, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, ARE PROVIDED BY SERVICE PROVIDER WITH THE SOFTWARE ON AN "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY TECHNOLOGY, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THIRD-PARTY TECHNOLOGY.

**1.3. License Type.** Service Provider uses various pricing and scope-of-use models in selling licenses to the Software (*e.g.*, per named user, per site), each a "**License Model**". The License Model for the Software is set forth in the Referencing Agreement and described in the Licensing Addendum located at <https://gfi.ai/licensing-addendum> (“**Licensing Addendum**”). Unless otherwise specifically stated in the Referencing Agreement, the type of license granted is a Named User subscription. The scope of any subscription other than a Named User subscription must be expressly designated and defined in detail in the Referencing Agreement. Unless otherwise expressly stated, in no event will any of the subscriptions denoted in the Referencing Agreement be construed to mean a concurrent user subscription.

**1.4. Authorized Users.** Unless otherwise specifically provided in the Referencing Agreement, “**Authorized Users**” are defined as: employees of Customer Using the Services solely on behalf of Customer, and third-party individuals that are Using the Software, solely: (i) on behalf of and for the benefit of Customer, or (ii) individuals who are authorized by Customer, and (iii) who do not compete with Service Provider (collectively, “**Third-Party Users**”). Third-Party Users may Use the Software only subject to Section 6. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software unless they meet the definition of Third-Party Users. For clarity, Third-Party Users are licensed to access the Software provided hereunder or any applicable Support Services solely as agents of Customer solely for Customer’s own internal Use of the Software. Third-Party Users have no right or license to make use of the Software for the Third-Party User’s benefit or internal purposes. Web access for permitted Third Party Users will be defined in the applicable Referencing Agreement if such access is to be permitted under this License Agreement.

**1.5 Authorized Use.** Authorized Users may Use the Software in the operating software environment specified in the applicable Referencing Agreement. Customer is fully liable for the acts and omissions of Authorized Users under the Agreement. In addition to the license restrictions set forth in Section 1.1.3, Authorized Users shall not access or use the Software to process, or permit to be processed, the data of any other party.

# 2. PAYMENT

**2.1. Fees.** Service Provider may choose to bill through an invoice, in which case, payment shall be due net thirty (30) from the date of invoice. Customer shall pay Service Provider the then-applicable fees described in the Referencing Agreement for the Software in accordance with the terms therein (“**Fees**”). For subscription licenses under this Agreement, Fees for the SaaS Software during the Subscription Term are billed annually in advance. If Customer’s Use of the Software exceeds the permitted scope of the License Model or otherwise requires the payment of additional fees (per the terms of the Referencing Agreement), Customer will be billed at then-current rates for such usage, and Customer agrees to immediately pay the additional fees in the manner provided herein. Unless otherwise expressly stated in the Referencing Agreement, Service Provider reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term. The annual Fees for any Renewal Term shall be as set forth in Section 10.1.

**2.2. Payment Due Date.** Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to Service Provider will be withheld, delayed, reduced or refunded if Service Provider’s inability to meet any schedule or delivery requirements is caused by Customer’s failure to provide certain of its facilities, computer resources, software programs, project management activities, personnel, and business information as are required to perform any of Service Provider’s obligations hereunder. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply.

**2.3. Late Payment.** Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

**2.4. Invoice Dispute Resolution.** If Customer believes that Service Provider has billed Customer incorrectly, Customer must contact Service Provider no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to be eligible to receive an adjustment or credit. Inquiries should be directed to Service Provider’s customer support department. Nothing in this section waives any rights that Service Provider has under the law or equity to enforce its rights to the full extent of the law if Customer violates the scope of the licenses granted herein.

**2.5. Taxes**. Fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider’s income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by Customer hereunder, then the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, Customer shall promptly effect payment thereof to the applicable tax authorities. Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider’s applicable taxable country.

**3. DELIVERY/VERIFICATION**

**3.1.** **Delivery.** Unless otherwise specifically provided in the Referencing Agreement, Service Provider shall deliver to Customer one master copy of the licensed On-Premises Software (each a “**Master Copy**”) solely for the purpose of allowing Customer to make one copy of the On-Premises Software for Use by each Authorized User. Customer’s right to reproduce the Master Copy is limited to the Customer’s address on the applicable Referencing Agreement. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this Agreement, delivery will be deemed complete when Service Provider physically delivers, or causes a third-party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Service Provider’s File Transfer Protocol (“**FTP**”) site and has provided Customer with the appropriate authorization to access the FTP site. Service Provider will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at Service Provider’s discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this License Agreement. As such, the Software may contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the license. Customer consents to such activity and agrees not to disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

* 1. **Marking.** Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Software and any other Service Provider materials provided to Customer, in the content and format contained on the Master Copy and such Service Provider materials. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software and shall also pay all custom duties and fees, if applicable. Subject only to the license granted herein, all copies of the Software and any other Service Provider materials provided to Customer are the property of Service Provider or its third-party licensors from whom Service Provider has obtained marketing rights.
  2. **Records.** Customer shall keep and maintain complete and accurate records of its use of the Software, including each copy of the On-Premises Software made, and all pertinent usage information. Customer shall, upon Service Provider’s request, provide records to Service Provider specifying the cumulative total of copies, and all other reasonably pertinent usage information relating to the Software. All records are to be delivered to Service Provider within thirty (30) days of such request.
  3. **Verification.** During the Subscription Term of this Agreement and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the Use of the Software by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer’s records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider’s option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Software, Customer agrees to compensate Service Provider for such usage as set forth in Section 2.1. All costs of the Verification will be borne by Service Provider, unless unlicensed usage of five percent (5%) or more is found ("**Material Unlicensed Usage**"). If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider’s rights and to determine Customer's compliance with the terms of the licenses granted in the Agreement. By invoking the rights and procedures described in this Section 3, Service Provider does not waive its rights to enforce other terms of the Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

# AFFILIATES AND THIRD PARTIES

At the direction and sole discretion of Service Provider, affiliates of Service Provider (the “**Service Provider Affiliates**”) may perform certain tasks related to Service Provider’s obligations and rights under the Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider’s obligations under the Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates’ compliance with the applicable terms and conditions of the Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, “**Subcontractors**”) in the performance of its obligations hereunder and, for purposes of the Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

# OWNERSHIP

By signing the applicable Referencing Agreement, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software, Services, or Service Provider materials provided to Customer. Service Provider owns all right, title, and interest in such Software, Services or Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

# CONFIDENTIALITY

**6.1 Definition.** All information which is defined as Confidential Information hereunder in tangible form will be marked as “Confidential” or the like or, if intangible (e.g., visually or orally disclosed), will be designated as being “Confidential” at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. “**Confidential Information**” may include all technical, product, business, financial, pricing, and other information regarding the business and software programs of either party, its customers, employees, investors, contractors, vendors and suppliers, including, but not limited to, programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information includes all information and materials disclosed orally or in any other form, regarding Service Provider’s software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Service Provider’s software products or derived from testing or other use thereof. Confidential Information includes all such Confidential Information that may have been disclosed by either party to the other party, before or after the first Referencing Agreement’s Term Start Date. Confidential Information includes information generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term ‘Confidential Information’ does not include any personally identifiable information. For the purpose of this Section 6, the term ‘Service Provider’ includes all its Service Provider Affiliates. Notwithstanding anything to the contrary, there shall be no expiration or termination to the obligation of confidentiality owed by the receiving party hereunder as to any trade secret shared by the disclosing party.

* 1. **Confidentiality of Software.** The following is deemed Service Provider Confidential Information with or without marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Software and provided in Service Provider’s training classes; (iii) Service Provider’s representation methods of modeled data; and (iv) Service Provider’s proprietary strategic or operational technological methodologies, pricing, or solutions for managing the Software, and/or for increasing efficiencies or for identifying or implementing cost reduction opportunities in cloud environments.
  2. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; (iii) is rightfully obtained from a third-party without any obligation of confidentiality to the receiving party; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.
  3. **Ownership of Confidential Information.** Nothing in the Agreement will be construed to convey any title or ownership rights to the Software or other Service Provider Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in Service Provider Confidential Information to the Customer. Nothing in the Agreement will be construed to convey any title or ownership rights to Customer’s Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in the Customer Confidential Information to Service Provider. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third-party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this License Agreement.
  4. **Non-Disclosure.** Each party agrees at all times to use the same care that each party uses in the protection of its own Confidential Information of like value, but no less than reasonable care, to protect Confidential Information belonging to the other party, including but not limited to, preventing theft, disclosure, and unauthorized copying, reproduction, or distribution of Confidential Information. Each party agrees to restrict access to the other party’s Confidential Information only to those employees, who: (i) require access in the course of their assigned duties and responsibilities, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth herein. Notwithstanding anything to the contrary contained herein and subject to the confidentiality obligations set forth in this Section 6, all references to “Service Provider” or its employees under this Section 6 will be deemed to include such employees of Service Provider Affiliates and Subcontractors and Service Provider will ensure that its Subcontractors abide by the applicable terms of the License Agreement. Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and/or Support Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the Subscription Term hereof) to: (i) use such information and data to improve and enhance the Software and/or Support Services and for other development, diagnostic and corrective purposes in connection with the Software and/ or Support Services and other Service Provider offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Service Provider reserves all rights not expressly granted herein. The term “**Customer Data**” as used herein shall mean non-public data provided by Customer to Company to enable the provision of the obligations of Service Provider set forth in this Agreement.
  5. **Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to seek, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section 6.

**6.7. Suggestions on Improvements to Services.** Notwithstanding this Section 6, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software, Services or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in this License Agreement or the applicable Referencing Agreement will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any Services hereunder.

**6.8.** **Return of Confidential Information**. Upon the written request of disclosing party, receiving party shall return or destroy (and certify such destruction in a signed writing) all Confidential Information of disclosing party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party’s Confidential Information solely for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for archival purposes, receiving party shall continue to maintain the Confidential Information in accordance with this License Agreement. The confidentiality obligations set forth in this License Agreement will survive the termination of this License Agreement and remain in full force and effect until such Confidential Information, through no act or omission of receiving party, ceases to be Confidential Information as defined hereunder.

# WARRANTY

* 1. **Software Warranty.** Service Provider warrants that for a period of thirty (30) days from the applicable Referencing Agreement’s Term Start Date (the “**Warranty Period**”), the Software will materially conform to the functional specifications set forth in the Documentation (the “**Specifications**”). Should the Software fail to materially conform to such Specifications during the Warranty Period, Customer shall promptly notify Service Provider in writing on or before the last day of the Warranty Period and identify with specificity the alleged nonconformance. To the extent that the nonconformance exists in a current, unaltered release of the Software, Service Provider shall, at its option, cost, and expense, either (i) correct the nonconformance, or (ii) replace the nonconforming Software; or (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the affected Software.
  2. **Authorized Representative.** Customer and Service Provider warrant that each has the right to enter into this Agreement and that the License Agreement and all Referencing Agreements executed hereunder will be executed by an authorized representative of each entity.
  3. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SUPPORT SERVICES, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY SERVICE PROVIDER TO CUSTOMER, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, ARE PROVIDED “AS IS”, “WHERE IS”, AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER’S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.
  4. **No Modifications.** Notwithstanding anything to the contrary in this Section 7, any and all warranties under the Agreement are void if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

# INFRINGEMENT INDEMNITY

Service Provider shall hold Customer harmless from liability to third parties resulting from infringement by the Software of any United States patent or any copyright or misappropriation of any trade secret, provided Service Provider is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Service Provider will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Software: (i) which have been modified by parties other than Service Provider; (ii) which are not supplied by Service Provider; (iii) which are made in whole or in part in accordance with Customer specifications; (iv) where Customer’s Use of the Software in conjunction with data, where Use with such data gave rise to the infringement claim; (v) which are modified after delivery by Service Provider; (vi) which are combined with other products, equipment, processes or materials and where the alleged infringement relates to such combination; (vii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (viii) where Customer’s use of the Software is not strictly in accordance with the Agreement. If, due to a claim of infringement, the Support Services or Software are held by a court of competent jurisdiction to be, or are believed by Service Provider to be infringing, Service Provider may, at its option and expense: (a) replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality; (b) obtain for Customer a license to continue using the Software; or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer’s rights hereunder and provide Customer upon Customer’s return of the Software pursuant to Section 10.3 below, as Customer’s sole remedy and Service Provider’s sole liability for such termination, a refund of any prepaid, unused Fees for the Software calculated as of the effective date of the termination. Service Provider's obligations as set forth in this Section 8 are subject to the Customer providing full cooperation in good faith in the defense of any such claim. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SERVICES.

# LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR INFRINGEMENT INDEMNITY AS SET FORTH IN SECTION 8 OR PERSONAL INJURY OR DEATH CAUSED BY SERVICE PROVIDER PERSONNEL WHILE, IF EVER, ON CUSTOMER’S SITE, SERVICE PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (II) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (III) FOR ANY MATTER BEYOND SERVICE PROVIDER’S REASONABLE CONTROL; OR (IV) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 9, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE. SERVICE PROVIDER SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SERVICE PROVIDER.

# TERM, RENEWAL, AND TERMINATION

**10.1. Term and Renewal**. Subject to any non-renewal as expressly provided below, the Agreement is for the Initial Subscription Term as specified in the Referencing Agreement and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (each a “**Renewal Term**”), unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term (defined below). The Initial Subscription Term, and each Renewal Term(s) thereafter, are respectively referred to as the "**Subscription Term**"**.** The annual Fees for any Renewal Term shall be the Service Provider’s then current subscription price for the applicable Software and maintenance and support services as priced at the time of renewal (the “**Renewal Price**”). Service Provider shall provide written notice of any price changes that will impact the Renewal Term to Customer, or to Primary Reseller if the Customer purchased software or services through Primary Reseller, at least thirty (30) days prior to the effective date of such price changes. Customer may submit a notice of non-renewal by emailing [cancel@gfi.ai](mailto:cancel@gfi.ai), including the license key and Customer name, or by such other method as indicated by Service Provider from time to time in writing. The parties agree that any negotiation of the Fees or terms and conditions for the Renewal Term (as defined herein) shall not modify the automatic renewal provision contained in this Agreement. Any modification or termination of the renewal provisions of this Agreement shall require a written agreement between the parties. CUSTOMER ACKNOWLEDGES THAT UNTIMELY NOTICE OF NON-RENEWAL, OR NON-RENEWAL NOTICES SENT TO THE INCORRECT EMAIL ADDRESS SHALL NOT BE EFFECTIVE FOR THE TERMINATION OF THIS AGREEMENT.

* 1. **Termination for Breach.** In addition to any other remedies it may have, either party may terminate the Agreement upon thirty (30) days’ written notice (or without notice in the case of non-payment), if the other party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within such thirty (30) day period.
  2. **Fees and Customer Data.** Customer is responsible for all outstanding Fees due at the time of termination. Upon any termination, Service Provider shall make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Service Provider may, but is not obligated to, delete stored Customer Data. Further, as Customer off-boarding is not a material function of the Software and associated Support Services, Service Provider is not responsible for any inability of Customer to retrieve any Customer Data from the system before deletion. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
  3. **Fees and Return of Materials.** Upon expiration of the Subscription Term set forth in the Referencing Agreement or upon termination of this License Agreement or any license hereunder, Customer’s rights to the affected Software, Service Provider Confidential Information, and other Service Provider materials (collectively “**Materials**”) will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider’s proprietary rights in the Materials. Upon termination of the Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all Fees due under the Agreement will become due and payable to Service Provider immediately upon such termination.
  4. **Other Remedies.** Termination of the Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer’s obligation to pay all Fees that have accrued or are otherwise owed by Customer under this Agreement including but not limited to any Referencing Agreement.

# CUSTOMER’S FACILITIES

To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any obligation hereunder. Service Provider agrees to comply with Customer’s rules and regulations regarding safety, security, and conduct, provided Service Provider has been made aware of such rules and regulations in writing.

# MISCELLANEOUS

**12.1. Import/ Export.** Customer agrees that all Service Provider offerings are subject to U.S. export control laws and regulations, including the Export Control Reform Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the regulations of the Office of Foreign Assets Control (“**OFAC**”), the Bureau of Industry and Security, and the Department of State, and similar restrictions under U.S. law, executive order, regulation, or rule (collectively, “**Export Laws**”). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customer offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar restrictions under the Export Laws of any other U.S. law, executive order, regulation, or rule. Currently such jurisdictions are Cuba, Iran, North Korea, the territory of Crimea, the Donetsk and Luhansk oblasts of Ukraine, Russia, Belarus and Syria, which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/or any other services to the Customer, to any jurisdiction, or to any other person where the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by U.S. or other applicable law, executive order, regulation or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this Agreement. In the event that Customer or the jurisdiction in which it is incorporated, domesticated or operates becomes subject to U.S. laws which prohibit the provision of goods, services, technology or other items to Customer or to such jurisdiction, this Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol (“**IP**”) address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in certain territories. Sanctions imposed or administered by the Department of the Treasury, OFAC, and the Department of State and may be subject to export or import regulations in other countries. Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, or any country to which the United States embargoes goods; (ii) Customer is eligible under U.S. law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC’s lists of Specially Designated Nationals and Blocked Persons (“**SDN List”)**, U.S. Department of Commerce’s Table of Denial Orders, the Entity List, or the Unverified List; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Service Provider, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.

* 1. **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party’s performance under the Agreement.
  2. **Technical Data**. Customer shall not provide to Service Provider any “Technical Data” as that term is defined in the International Traffic in Arms Regulations (“**ITAR**”) at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer’s ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Service Provider products.
  3. **Force Majeure.** Service Provider shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event or circumstance beyond the reasonable control of the Service Provider, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, embargoes, government actions, power outages, pandemic, or any other event or circumstance beyond the reasonable control of the party ("**Force Majeure Event**"). The Service Provider shall promptly notify Customer in writing of the occurrence of such event and its expected duration and will use commercially reasonable efforts to mitigate its impact. During the period that Service Provider is unable to perform its obligations due to a Force Majeure Event, the performance of such obligations shall be suspended and the time for performance shall be extended for the duration of the Force Majeure Event.
  4. **Conflict.** In the event of a conflict between the terms and conditions of this License Agreement and a Referencing Agreement, the terms and conditions of the Referencing Agreement will prevail.
  5. **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the United States Government agreeing that the Software is subject to “Restricted Rights” as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such Restricted Rights as of such delivery.
  6. **Miscellaneous.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement is not assignable, transferable, or sublicensable by Customer except with Service Provider’s prior written consent. Service Provider may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices, including notices of non-renewal, shall be sent to the applicable address specified on this Agreement to the attention of the Chief Financial Officer and General Counsel or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to this Agreement.
  7. **Privacy.** Obligations with respect to personally identifiable information (if any) are set forth in the ‘Privacy Addendum’ located at <http://globalprivacyaddendum.trilogy.com>.
  8. **Personal Data.** If Customer, or any third party acting on behalf of Customer, provides personal data to Service Provider outside of the Software or Services (i.e., not as  an Authorized User), Customer represents and warrants that such information will be provided in accordance with all applicable law(s), and that Service Provider may use, disclose, and otherwise process such personal data without limitation unless Customer specifies in writing any restrictions on Service Provider’s processing of such personal data. Customer is responsible for providing such persons an appropriate privacy notice and securing any required authorizations or consents, including but not limited to securing prior express written consent under the TCPA, or outside of the United States voluntary, freely given, opt-in consent, for Service Provider to make AI-assisted robocalls using an artificial voice and an automated telephone dialing system to such person, including but not limited to for the purpose of sales and marketing activity, customer support, as well as collection of any owed unpaid Fees under the Agreement.
  9. **Patent Notice.** Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States (“**US**”) and non-US patents. A listing that associates patented products included in the Software, Software updates, their related technology and services with one or more patent numbers is available for Customer’s and the general public’s access at: <https://markings.ipdynamics.ai/esw> (hereinafter, the “**Patent Notice**”) and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products identified below and sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.

**12.11. Country-Specific Terms.** If Customer is located outside of the United States, the following terms and conditions may apply to this License Agreement: <http://countryspecifictermsaddendum.trilogy.com>.

**12.12. Hardware. “Hardware”** means any tangible hardware, device, appliance, or equipment, made available by Service provider to Customer as set forth in a Referencing Document. The following terms apply to any sale or license of Hardware:

**12.12.1 Hardware License Grant.** Service Provider hereby grants Customer a limited, non-exclusive, revocable, non-transferrable and non-sublicensable license to use the Hardware, and any embedded software or firmware therein (i) during the applicable Subscription Term, or (ii) on a perpetual license basis in the event of a hardware sale (for the purposes of this Section 12.12 “**sale**” or “**sold**”) for its own internal purposes only, in connection with the Software, and as set forth in the Referencing Agreement. For clarity, the Software is licensed separately from Hardware, and a sale of Hardware does not constitute a sale of Software.

**12.12.2 Hardware License Restrictions.** Customer shall not, and it shall not permit others to (i) disassemble, decompile, or reverse engineer the source code, design, or functionality of any embedded software or firmware within the Hardware; (ii) modify or disable any security, performance, or usage restrictions in the Hardware; (iii) repurpose, resell, rent, sublicense, or otherwise redistribute the Hardware, whether alone or as part of another product; (iv) export, re-export, or transfer the Hardware in violation of any applicable export laws, trade sanctions, or embargo regulations; (v) use the Hardware outside of permitted geographic territory as set forth in the Referencing Agreement.

**12.12.3 Ownership**. For Hardware provided on a Subscription Term basis, Service Provider and its licensors retain all right, title and interest to the Hardware, including all software, firmware, trade secrets or intellectual property embodied therein. For Hardware sold, Customer acquires title only to the tangible Hardware. Service Provider and its licensors retain all right, title and interest to all software, firmware, trade secrets or intellectual property embodied therein. No license of Hardware conveys ownership of any intellectual property rights to Customer, except as explicitly stated.

**12.12.4 Fees and Return of Materials.** As applicable, upon expiration of the Subscription Term set forth in the Referencing Agreement or upon termination of this Agreement for any reason: (i) if the Hardware was sold, Customer may retain and continue to use the Hardware indefinitely, subject to the terms contained herein; (ii) if the Hardware was licensed on a Subscription Term basis, Customer’s rights to the affected Hardware will immediately cease, and Customer shall return the Hardware to Service Provider or provide Service Provider with written certification signed by an officer of Customer, that the Hardware has been destroyed. If the Hardware was licensed for a Subscription Term, following termination, any use of the Hardware by Customer shall constitute unauthorized use and may result in infringement or misappropriation of Service Provider’s proprietary rights. Upon termination of the Agreement for any reason, regardless of the license type, Service Provider will have no obligation to support the Hardware and all fees outstanding shall immediately become due. Unless otherwise expressly set forth in a Referencing Document or herein, all fees for Hardware sales are non-cancelable, and any fees paid are non-refundable.

**12.12.5 Hardware Delivery.** Unless otherwise agreed in the Referencing Agreement, delivery shall be F.O.B. origin (Incoterms 2020). In the event of a Hardware sale, title shall pass only upon full payment of applicable fees.

**12.12.6 Hardware Warranty.** Service Provider warrants that for a period of thirty (30) days from the applicable Referencing Agreement’s Subscription Term Start Date (the “**Warranty Period**”), the Hardware will materially conform to the functional specifications set forth in the Documentation (the “**Specifications**”). Should the Hardware fail to materially conform to such Specifications during the Warranty Period, Customer shall promptly notify Service Provider in writing on or before the last day of the Warranty Period and identify with specificity the nonconformance. Service Provider shall, at its option, either (i) correct the nonconformance, or (ii) replace the nonconforming Hardware, or (iii) if neither of the foregoing options is commercially reasonable in Service Provider’s opinion, terminate the license for the affected Hardware and reimburse any pre-paid fees therefor. Notwithstanding anything to the contrary in this Section, any and all warranties under the Agreement are void if Customer has made changes to the Hardware or has permitted any changes to be made other than by or with the express, written approval of Service Provider. Service Provider is not liable for any period of non-performance as a result of shipping, third party delays or anything outside of Service Provider’s control. The aforementioned warranty is separate from and in addition to any obligations owed pursuant to the Support Terms, if and as agreed in a Referencing Agreement.

**12.12.7 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HARDWARE PROVIDED BY SERVICE PROVIDER TO CUSTOMER, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, IS PROVIDED “AS IS”, “WHERE IS”, AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**12.12.8 Third-Party Technology**. HARDWARE MAY CONTAIN THIRD-PARTY TECHNOLOGY. CONSEQUENTLY, THIRD-PARTY TECHNOLOGY, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, ARE PROVIDED BY SERVICE PROVIDER WITH THE HARDWARE ON AN "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY TECHNOLOGY, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY TECHNOLOGY.