

# INTERPRETABLE AI, LLC END-USER LICENSE AGREEMENT (“Agreement”)

Last updated: January 2022

Please read the terms and conditions of this license agreement carefully. By installing and enabling the Interpretable AI LLC (“IAI”) Product(s) you are accepting the terms of this agreement. (The Product(s) will be enabled when you have installed the code libraries that is supplied to you by IAI.) The Effective Date of this Agreement is the date on which the IAI Product(s) is installed and enabled. The IAI Product(s) is copyrighted and licensed (not sold) to you by Interpretable AI, LLC, a limited liability company with its principal place of business in Massachusetts. This Agreement shall apply to all IAI Products, unless replaced by IAI. It consists of 1) the accompanying Terms and Conditions and 2) the Licensed Products addendum (“**Exhibit A**”).

## TERMS AND CONDITIONS

### 1. DEFINITIONS

**1.1. “Error”** means any reported and reproducible failure of the Product(s) to perform substantially in accordance with its published documentation. “**Error Correction**” means either a modification or addition that, when made or added to the Product(s), brings the Product(s) into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the Product(s), avoids the practical adverse effect of such nonconformity. “**Material Error**” means any reported and verifiable failure of the Product(s) to perform substantially in accordance with its published documentation where this Error prevents use of the Product(s), or which seriously impacts use of the Product(s). “**Product(s)**” is the IAI Software Modules in the form of object code libraries, including all Upgrades and published documentation as further described in Exhibit A. “**You**” or “**your**” means the single end-user customer organization accepting this Agreement.

### 2. SCOPE OF RIGHTS

**2.1. Grant of License.** IAI grants you a non-exclusive right to use the Product(s) (including any Error Corrections, standard enhancements) for use only as specified in Exhibit A, in machine-readable form (“Product License”). This Product License specifically prohibits redistribution, transfer or resale of the Product(s). You may make a reasonable number of copies of the Program in machine-readable, object code form, for nonproductive backup purposes only.

**2.2. Limitations on Use.** You may not use, copy, modify, or distribute the Product(s), or make any copy, adaptation, transcription, or merge any portion thereof, except as expressly authorized by IAI in a separate written agreement signed by IAI. You may not reverse assemble, reverse compile, otherwise translate, or reverse engineer the Product(s). Your license may not be transferred, leased, assigned, or sub-licensed without IAI’s prior written consent, which will not be unreasonably withheld. If you copy or modify the Product(s) in any way not expressly authorized by IAI, your license is automatically terminated.

### 3. MAINTENANCE AND SUPPORT

**3.1. Maintenance and Support.** Under the Time-Limited Trial License or Academic License, no formal maintenance or support is provided by IAI unless agreed upon separately. However, IAI shall make reasonable commercial efforts to correct, or devise workarounds for any Errors in the Product(s) reported by you, and to provide such corrections or workarounds to you in a timely manner.

Under the Commercial License, the maintenance and support level is set forth in a separate agreement.

### 4. LICENSE FEES

**4.1. Payment Terms.** Unless otherwise indicated on the invoice, all invoices from IAI shall be due and payable within thirty (30) days of the date of each invoice. Except as provided in Paragraph 8.2 (Right to Cure), the fees are not refundable. If any fees are not paid when due, IAI may, at its option, charge interest at a rate of one and one-half percent (1½%) per month or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.

**4.2. Taxes.** You are responsible for sales or use taxes, and state or local property or excise taxes associated with your licensing, possession, or use of the Product(s), modifications, or any associated services.

**4.3. Time-Limited (free) Trial License.** The time-limited license is provided to you free of charge for a period of time that is agreed upon separately.

## **5. WARRANTIES**

**5.1. Warranty.** IAI warrants for a period of sixty (60) days after the Effective Date of this Agreement, for your benefit alone, that the Product(s) will perform substantially in accordance with the documentation. IAI does not warrant that the Product(s) will be Error-free in all circumstances. As your exclusive remedy for any defect or Material Error in the Product(s), and as IAI's entire liability in contract, tort, or otherwise, IAI agrees to correct such Material Error or defect at IAI's facility by issuing corrected instructions, a restriction, or a work around. If IAI is unable to correct such defect or Material Error after a reasonable opportunity, IAI shall refund the License Fees paid for such Product(s). This warranty does not apply to the free Trial Version or time limited Evaluation Versions of the Product(s), which are provided to you at no charge "as is".

**5.2. Limitation on Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, IAI SHALL HAVE NO LIABILITY FOR THE PRODUCT(S), FOR NEGLIGENCE; IAI MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND IAI SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**5.3. Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of IAI to you for any and all claims relating to the Product(s) and any services rendered under this Agreement shall not exceed the total amount of all License Fees paid to IAI for the Product(s) within the prior year. This limitation shall not apply to the indemnification provided in Section 8 ("Indemnification"). In no event shall IAI be liable to you for any consequential, indirect, special, or incidental damages, even if IAI has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

## **6. OWNERSHIP**

**6.1. Ownership.** IAI shall have sole right, title, and interest in and to the Product(s) and all documentation relating to the Product(s) (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Product(s) (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide you with title or ownership of the Product(s), but only a right of limited use under this license.

## **7. CONFIDENTIAL INFORMATION**

**7.1. Confidential Information.** "Confidential Information" means any data or information, oral or written, treated as confidential that relates to either party's past, present, or future research, development or business activities, including any unannounced products and service(s), and including any information relating to services, developments, inventions, processes, plans, financial information, customer lists, forecasts, and projections. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that: 1) is publicly available or in the public domain at the time disclosed; 2) is or becomes publicly available or enters the public domain through no fault of the party receiving such information; 3) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; 4) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; 5) is independently developed by the recipient; or 6) is approved for release or disclosure by the disclosing party without restriction. The receiving party shall use its best efforts to maintain the secrecy of all such Confidential Information. The receiving party shall refrain from using, disclosing, or otherwise exploiting any such Confidential Information for any purpose not specifically authorized by the disclosing party.

## **8. INDEMNIFICATION**

**8.1. Indemnification.** If a third party claims that the Product(s) infringes any U.S. patent, copyright, or trade secret, IAI will (as long as you are not in default under this Agreement or any other agreement with IAI) defend you against such claim at IAI's expense and pay all damages that a court finally awards, including reasonable attorneys' fees, provided that you promptly notify IAI in writing of the claim, allow IAI to control the defense of such claim, and cooperate with IAI in the defense or any related settlement negotiations.

**8.2. Right to Cure.** If such a claim is made or appears possible, IAI may, at its option, secure for you the right to continue to use the Product(s), or modify or replace the Product(s) so it is non-infringing, or, if neither of the foregoing options is available in IAI's judgment, require you to return the Product(s) for a credit equal to the portion of previously paid License Fees allocable to the remaining term of your license.

**8.3. No Obligation.** IAI has no obligation for any claim based on a modified version of the Product(s), or its combination, operation, or use with any product, data, or apparatus not provided by IAI, or for the data provided by you. THIS PARAGRAPH STATES IAI'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

## **9. TERM AND TERMINATION**

**9.1. Term.** The term of your license is from the Effective Date above and shall continue thereafter, unless terminated sooner according to the terms of this Agreement.

**9.2. Material Breach.** This Agreement may be terminated: 1) by either party upon a material breach by the other party of the terms of this Agreement, which breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; 2) by IAI, upon fifteen (15) days written notice, in the event of any delinquency of your payment of amounts due hereunder; or 3) by the non-breaching party upon three (3) days written notice in the event of breach of Section 7 (Confidential Information).

**9.3. Survival.** Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 4 (License Fees), 6 (Ownership), 7 (Confidential Information), and 8 (Indemnification) shall survive such termination and remain in full force and effect.

## **10. EXPORT CONTROLS**

**10.1. Export Controls.** Neither the Product(s), Documentation, nor any other information, process, product, or service obtained directly or indirectly from IAI, may be shipped, exported, or re-exported to any country or entity that is the subject of any prohibition imposed by the U.S. Export Administration Act of 1979, U.S. Executive Orders, the U.S. Department of Commerce, or the North Atlantic Treaty Organization (NATO), or any other applicable export control laws and regulations of the U.S. or any other country.

## **11. GENERAL**

**11.1. Assignment.** This Agreement shall not be assignable by you without the prior written consent of IAI.

**11.2. Waiver of Construction against the Drafter.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

**11.3. Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

**11.4. Notices.** All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

**11.5. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Massachusetts as they apply to a contract made and performed in such state. Venue for any dispute under this Agreement shall be Cambridge, Massachusetts.

**11.6. Modifications and Waivers.** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly

so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

**11.7. Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty five (45) days, the non-defaulting party may terminate this Agreement.

**11.8. No Set Off.** Notwithstanding anything to the contrary in this Agreement, you waive your right to suspend or set off any payment obligation to IAI on any basis whatsoever.

**11.9. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof that fails to settle by mediation, shall be settled by binding arbitration by Massachusetts Dispute Resolution Services (MDRS) in accordance with its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions pertaining to confidentiality and proprietary rights, and that either party may petition a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against such breaches.

**11.10. Attorneys' Fees.** In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

## EXHIBIT A: LICENSED PRODUCTS

The Product(s) is offered in the following categories of licenses:

**Note:** IAI commercial licenses can be used for development or deployment (sometimes called "run-time"), or both. In particular, it is possible to use an IAI commercial license for the development of an application and then use that same license to deploy the application, subject only to the specific machine and usage-level limitations of that particular license. There is also no limit on the number of specific applications you may use with a given IAI license.

**1. Time-Limited (free) Trial License:** Time-limited, free license. The use of this license is restricted to the persons identified during the installation process. This license is for research, development, and evaluation purposes only. It may not be deployed in commercial applications.

**2. Academic License:** These licenses are restricted to academic use and all use for commercial purposes is forbidden. You and any users of the Product must be faculty, staff, or students at a degree-granting academic institution.

**3. Perpetual or Subscription Commercial Product License Options:**

a. **Single-machine License:** This license is locked to a particular physical machine. The license may restrict the number of simultaneous users and uses. The license may restrict the number of CPU cores in the physical machine.

**General License Restrictions:** In all cases, license Users and Uses are restricted to you and your employees. In particular, making the Product(s) available over the Internet or similar networking technology to others who are not your employees ("Hosting") is forbidden, with one exception, as follows. Hosting that otherwise respects the limitations of the license is permitted if the Product(s) is embedded in and only accessible through a user-developed application that adds significant additional functionality and does not allow the end user to train models directly.

## IAI SOFTWARE MODULES FUNCTIONALITY AND PLATFORMS

### FUNCTIONALITY

IAI software modules provide state-of-the-art functionalities in data analytics, with tools for missing data imputation, tree-based and regression-based predictive and prescriptive modeling.

### PLATFORMS

The Platforms supported are 64-bit Windows (including but not limited to Windows 7, Windows 8, Windows 10, Windows Server 2008 R2, Windows Server 2012 R2, and Windows Server 2016), 64-bit Linux (including but not limited to RedHat, SUSE, and Ubuntu distributions), and 64-bit MAC OS X (10.11, 10.12, 10.13 and 10.14).

### DOCUMENTATION

The IAI Documentation includes detailed instructions on installation and model building, all of which are delivered in HTML and PDF format.