

END USER LICENSE AGREEMENT

FOR T.AI DECISIONOPS DECISION INTELLIGENCE SOLUTION

This End User License Agreement ("Agreement") is made as of [Effective Date] ("Effective Date") by and between:

Licensors	Tridiagonal.AI Pvt Ltd, a company incorporated under the laws of India, having its office at Unit 401, 4th Floor, Amar Madhuban Tech Park, Opposite Audi Showroom, Baner, Pune, Maharashtra - 411045, India ("T.AI", "Licensor", "Company", "we", "us" or "our").
Customer	[Customer Legal Entity Name], a company / entity incorporated under the laws of [Jurisdiction], having its registered office at [Address] ("Customer", "Licensee", "you" or "your").

T.AI and Customer are each a "Party" and together the "Parties". This Agreement governs Customer's access to and use of the T.AI DecisionOps decision intelligence solution and related software, documentation, modules, services and deliverables identified in an Order Form.

1. Definitions

"Affiliate" means an entity that controls, is controlled by, or is under common control with a Party, where control means ownership or control of more than fifty percent (50%) of voting interests or the power to direct management.

"Authorized Users" means Customer employees and individual contractors authorized by Customer to use the Solution solely for Customer's internal business operations, subject to this Agreement and the applicable Order Form.

"Customer Data" means data, files, tags, signals, time-series data, documents, drawings, P&IDs, process data, asset data, operational data, business data, and other information submitted to, connected to, accessed by, or processed through the Solution by or on behalf of Customer.

"Customer Outputs" means dashboards, reports, analyses, scenarios, recommendations, decision records, exports, worksheets, alerts, summaries, or other outputs generated from Customer Data through authorized use of the Solution, excluding T.AI Technology.

"Documentation" means user guides, technical documentation, release notes, training materials, specifications, installation materials, online help, security instructions and other documentation made available by T.AI for the Solution.

"Order Form" means an order, statement of work, subscription document, quotation, purchase schedule, or other written ordering document signed or expressly accepted by T.AI that identifies the Solution, licensed modules, deployment model, term, scope, fees, support, and any special terms.

"DecisionOps Solution" or "Solution" means T.AI's DecisionOps decision intelligence software, platform, modules, models, tools, applications, APIs, connectors, workflows, user interfaces and related Documentation made available to Customer under an Order Form, whether delivered as SaaS, managed cloud, private cloud, on-premise software, hybrid deployment, or otherwise.

"Subscription Term" means the period during which Customer is authorized to use the Solution under an applicable Order Form.

"T.AI Technology" means the Solution and all T.AI software, source code, object code, APIs, interfaces, algorithms, models, AI agents, prompts, prompt chains, orchestration logic, ontologies, taxonomies, CDM/common data models, semantic layers, knowledge graphs, decision templates, decision libraries, P&ID extraction tools, diagram intelligence, equipment/tag/line extraction logic, asset hierarchy mapping, decision frameworks, workflows, scenario engines, optimization models, margin-risk and production-risk logic, value models, product architecture, deployment architecture, methodologies, implementation playbooks, accelerators, templates, reusable components, designs, know-how, trade secrets, inventions, improvements, enhancements and derivative works.

"Usage Metrics" means the licensed limits stated in an Order Form, including users, sites, assets, equipment classes, data connectors, environments, modules, data volume, transactions, API calls, plants, business units, or other applicable metrics.

2. Agreement Structure and Order Forms

The commercial and technical scope of each purchase shall be stated in an Order Form. Each Order Form is incorporated into this Agreement. If there is a conflict, this Agreement controls for legal, ownership, confidentiality, security, license restriction, liability, warranty and termination terms, and the applicable Order Form controls only for commercial scope, licensed modules, Usage Metrics, fees, deployment model, support level and Subscription Term, unless the Order Form expressly states that it modifies a specific clause of this Agreement and is signed by authorized representatives of both Parties.

Customer purchase orders, vendor portal terms, procurement terms, pre-printed conditions, online click-through terms, or other Customer terms shall not modify this Agreement unless expressly accepted in writing by T.AI. Silence, performance, invoice issuance, or software access shall not constitute acceptance of such terms.

3. License Grant

3.1 Subscription License

Subject to Customer's compliance with this Agreement and payment of applicable fees, T.AI grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the applicable Subscription Term to access and use

the Solution solely for Customer's internal business operations and only within the licensed scope, deployment model, Usage Metrics and sites specified in the applicable Order Form.

3.2 Authorized Users

Only Authorized Users may access the Solution. Customer is responsible for all acts and omissions of Authorized Users and for ensuring that Authorized Users comply with this Agreement. Customer shall ensure that each Authorized User uses unique credentials and shall promptly disable access for any person who is no longer authorized.

3.3 Deployment Model

The Solution may be provided as SaaS, managed cloud, private cloud, on-premise, or hybrid deployment as specified in the Order Form. For on-premise or Customer-controlled environments, Customer may install only the number of copies reasonably required for production, backup, testing, disaster recovery and archival purposes within the licensed scope. Backup copies must preserve all proprietary notices.

3.4 No Implied Rights

All rights not expressly granted to Customer are reserved by T.AI. The Solution is licensed, not sold. No source code, ownership interest, patent license, trade secret license, copyright assignment, know-how transfer, or rights to T.AI Technology are granted except for the limited use license stated in this Agreement.

4. License Restrictions

Customer shall not, and shall not permit any Authorized User, Affiliate, contractor, consultant, service provider, competitor, customer, vendor, or third party to:

- Copy, modify, adapt, translate, localize, enhance, create derivative works of, reverse engineer, decompile, disassemble, decode, reconstruct, or attempt to discover the source code, models, prompts, algorithms, workflows, architecture, schemas, ontology, CDM, decision templates, rules, logic, APIs or underlying ideas of the Solution or T.AI Technology;
- Use the Solution or T.AI Technology to develop, train, benchmark, validate, commercialize, advise on, or assist in developing any product, platform, service, model, framework, workflow, methodology, module, template or solution that is competitive with or functionally similar to the Solution or any T.AI Technology;
- Provide access to, disclose, demonstrate, publish, transfer, or make available the Solution, Documentation, T.AI Technology, screenshots, architecture, workflows, templates, prompts, model behavior, benchmark results, pricing, roadmap, product plans, or Confidential Information to any competitor or third party without T.AI's prior written approval;
- Use the Solution for resale, outsourcing, timesharing, managed service, service bureau, third-party processing, bureau analytics, external consulting, or to process data for any third party, unless expressly permitted in an Order Form;
- Circumvent usage limits, license keys, authentication, telemetry, technical restrictions, security controls, audit logs, or access controls;
- Remove, obscure, or alter proprietary notices, confidentiality notices, watermarking, legends, audit markers, copyright notices, trademarks, or license notices;
- Publish or disclose performance tests, benchmarks, comparisons, vulnerability analyses, model evaluations, or technical reviews of the Solution without T.AI's prior written approval;
- Upload or use T.AI Technology, Documentation, prompts, source material, outputs exposing T.AI logic, or Confidential Information in any public AI tool, external large language model, model-training environment, open repository, public forum, or third-party service not approved by T.AI;
- Use the Solution in violation of applicable law, export control, sanctions, privacy law, industrial safety requirements, cybersecurity obligations, or third-party rights; or
- Access or use the Solution after expiry, suspension, or termination of the applicable license.

Nothing in this Agreement prevents Customer from independently developing technology without use of or reference to T.AI Technology or Confidential Information. Customer bears responsibility for maintaining demonstrable clean-room records if it claims independent development of any similar or competing capability after exposure to the Solution or T.AI Technology.

5. Customer Responsibilities

Customer shall:

- Obtain and maintain all rights, consents, permissions and legal bases required for T.AI to access, process and use Customer Data for providing the Solution and related services;
- Ensure Customer Data is accurate, lawful, non-infringing and does not contain malicious code or unlawful content;
- Maintain appropriate system, network, device, physical, identity, access and cybersecurity controls for Customer systems and environments;
- Use competent personnel to review, validate and approve operational decisions, recommendations, workflows, outputs and actions arising from use of the Solution;
- Promptly notify T.AI of unauthorized access, credential compromise, suspected misuse, excessive usage, security incidents involving the Solution, or breach of license restrictions;
- Cooperate with T.AI in investigation, mitigation and remediation of any security, misuse, support, license, or compliance issue; and
- Ensure that any contractors or third-party personnel permitted to access the Solution are bound by confidentiality, IP protection, data protection and use restrictions at least as protective as this Agreement, and are not competitors of T.AI unless approved in writing by T.AI.

6. DecisionOps Outputs and Human Review

The Solution provides decision intelligence, analytics, recommendations, scenarios, alerts, workflow support and related outputs to assist Customer's business and operational decision-making. Customer acknowledges that outputs may depend on Customer Data quality, configuration, assumptions, integration accuracy, operating conditions and user interpretation.

Customer remains solely responsible for decisions, actions, omissions, operating changes, commercial actions, plant operations, safety decisions, regulatory compliance, implementation steps, production plans, maintenance actions and business outcomes made using or in reliance on the Solution. The Solution is not a substitute for qualified engineering, operational, safety, legal, regulatory, financial or management judgment. Customer shall not use the Solution as the sole basis for safety-critical, life-critical, emergency, environmental compliance, legal, financial, or regulatory decisions without independent human review and approval.

7. Support, Services, Updates and Changes

7.1 Support and Services

Support, implementation, training, configuration, integration, data onboarding, advisory, customization, or professional services shall be provided only as specified in an Order Form or statement of work. Unless expressly stated, professional services are separate from the license and may be subject to additional fees and terms.

7.2 Updates

T.AI may provide updates, patches, enhancements, releases, fixes, feature changes, model updates, interface changes, or security changes from time to time. T.AI may modify the Solution, provided that it does not materially reduce the core licensed functionality during the Subscription Term. Customer shall promptly install or permit installation of security patches and critical updates where required for security, compatibility or supportability.

7.3 Suspension

T.AI may suspend access to the Solution if required to prevent material security risk, unlawful use, license misuse, infringement, non-payment, excessive usage, export control violation, or material breach. T.AI will use commercially reasonable efforts to provide prior notice where practicable and to restore access after the issue is resolved.

8. Ownership and Intellectual Property

8.1 T.AI Ownership

T.AI and its licensors retain all rights, title and interest in and to the Solution, Documentation and T.AI Technology, including all intellectual property, trade secrets, know-how, copyrights, patents, database rights, design rights, trademarks and proprietary rights. Customer receives only the limited license expressly granted under this Agreement.

8.2 Core DecisionOps Components

Without limitation, T.AI Technology and Confidential Information include all core components, modules, accelerators and know-how relating to T.AI's DecisionOps and product platforms, including P&ID extraction tools, diagram intelligence, equipment/tag/line extraction, asset hierarchy mapping, ontologies, taxonomies, knowledge graphs, CDM/common data models, semantic layers, decision templates, decision libraries, trade-off models, optimization models, scenario engines, AI agents, prompt chains, workflows, simulation logic, digital twin integrations, customer-specific configurations, implementation playbooks, reusable code, APIs, connectors, UI/UX flows, product architecture, deployment architecture, benchmarks, test datasets, model evaluation methods and related improvements, derivatives or extensions.

8.3 Improvements and Feedback

Any enhancement, improvement, modification, configuration pattern, feature, workflow, model, prompt, algorithm, methodology, template, integration approach, bug fix, product idea, roadmap suggestion, feedback, or derivative work relating to the Solution or T.AI Technology, whether suggested by Customer or developed in connection with Customer requirements, shall be owned by T.AI, excluding Customer Data and Customer Confidential Information. Customer grants T.AI a worldwide, perpetual, irrevocable, royalty-free license to use feedback and suggestions for product improvement without obligation to Customer.

8.4 Customer Ownership

Customer owns Customer Data and Customer Outputs, subject to T.AI's ownership of the Solution and T.AI Technology. Customer Outputs do not include, and Customer does not acquire ownership of, T.AI algorithms, models, prompts, workflows, decision templates, architecture, ontologies, CDM, semantic layers, product logic, source code, know-how, or other T.AI Technology that may be reflected in or used to generate such outputs.

9. Customer Data and Usage Analytics

T.AI may access, process, store, transmit and use Customer Data only as necessary to provide, secure, support, maintain, troubleshoot, improve and operate the Solution and related services, or as otherwise permitted in the applicable Order Form or by Customer's written instructions. T.AI shall not sell Customer Data.

Unless prohibited in an Order Form, T.AI may collect and use aggregated, statistical, technical, operational, diagnostic and de-identified usage information relating to the Solution for security, support, product improvement, performance monitoring, capacity planning, license compliance, and development of generalized insights, provided such information does not identify Customer or disclose Customer Confidential Information.

Upon expiry or termination, data return and deletion shall be handled in accordance with Clause 16 and the applicable Order Form. Customer is responsible for maintaining backups of Customer Data unless backup services are expressly included in an Order Form.

10. Confidentiality

"Confidential Information" means all non-public information disclosed or made available by one Party to the other, whether orally, visually, electronically, in writing, by access to systems, or otherwise, that is identified as confidential or should reasonably be understood to be confidential given its nature or circumstances of disclosure. Confidential Information includes the Solution, T.AI Technology, Documentation, pricing, roadmaps, product plans, architecture, security information, benchmark results, Customer Data, Customer Outputs, Order Forms, business plans and technical information.

The receiving Party shall use Confidential Information only to perform or receive benefits under this Agreement, protect it using at least reasonable care and no less than the care used to protect its own similar information, disclose it only to personnel and approved contractors with a need to know and binding confidentiality obligations, and not disclose it to any unauthorized third party.

Confidential Information does not include information that the receiving Party can prove: (a) is publicly available without breach; (b) was lawfully known without restriction before receipt; (c) was lawfully received from a third party without confidentiality obligation; or (d) was independently developed without use of or reference to the disclosing Party's Confidential Information.

If disclosure is required by law, court order or governmental authority, the receiving Party shall, to the extent legally permitted, provide prompt notice and reasonable cooperation to allow the disclosing Party to seek confidential treatment or protective relief.

Confidentiality obligations continue during the Term and for five (5) years after termination or expiry. Trade secrets, T.AI Technology, source code, product logic, algorithms, models, prompts, ontologies, decision templates, CDM, Customer Data and highly sensitive business or technical information shall remain protected for so long as they remain non-public and commercially sensitive under applicable law.

11. Security, Privacy and Data Protection

T.AI shall maintain commercially reasonable technical and organizational measures designed to protect Customer Data processed by the Solution against unauthorized access, loss, misuse or disclosure, taking into account the deployment model, nature of the data and scope of services. Customer remains responsible for security of Customer systems, networks, devices, accounts, identity providers, credentials, integration endpoints and on-premise or Customer-controlled environments.

Each Party shall comply with applicable data protection, privacy, cybersecurity and data localization laws relevant to its role under this Agreement. If the Solution processes personal data and applicable law requires a data processing agreement, the Parties shall execute a mutually agreed data processing addendum before such processing begins.

T.AI shall notify Customer without undue delay after becoming aware of a confirmed unauthorized access to Customer Data within T.AI-controlled systems, and shall provide reasonable information and cooperation required for Customer to meet applicable legal obligations. T.AI is not responsible for incidents caused by Customer systems, Customer credentials, Customer integrations, Customer personnel, third-party tools selected by Customer, or Customer's failure to maintain reasonable controls.

12. Third-Party and Open-Source Components

The Solution may include or interoperate with third-party software, cloud services, open-source components, libraries, APIs, models, data sources or connectors. Such components may be subject to separate license or service terms. T.AI shall not be responsible for third-party products, services, data sources or systems not supplied or controlled by T.AI, except as expressly stated in an Order Form.

13. Fees, Taxes and Payment

Fees, payment terms, taxes, renewal terms, invoicing terms and purchase requirements shall be specified in the applicable Order Form. Fees are non-refundable except as expressly stated in this Agreement or the applicable Order Form. Customer shall pay applicable taxes, duties, levies, withholding, bank charges and similar assessments, excluding taxes based on T.AI's net income. If Customer is required by law to withhold taxes, Customer shall provide valid documentation and shall cooperate to minimize withholding where lawful.

If Customer fails to pay undisputed overdue amounts after written notice and a reasonable cure period, T.AI may suspend access, withhold support, reject renewals, charge interest as permitted by law, or terminate the applicable Order Form.

14. Warranties and Disclaimers

14.1 Mutual Authority

Each Party represents that it has authority to enter into this Agreement and perform its obligations.

14.2 Limited Software Warranty

During the applicable Subscription Term, T.AI warrants that the Solution will materially conform to the applicable Documentation under normal authorized use. Customer's sole remedy and T.AI's sole obligation for breach of this warranty is for T.AI to use commercially reasonable efforts to correct the nonconformity, provide a workaround, or, if T.AI determines correction is not commercially reasonable, terminate the affected license and refund prepaid unused fees for the affected Solution for the remainder of the Subscription Term.

14.3 Exclusions

The warranty does not apply to issues caused by Customer Data, Customer systems, third-party systems, unauthorized modifications, misuse, unsupported configurations, Customer integrations, use outside Documentation, failure to install updates, network issues, or events beyond T.AI's reasonable control.

14.4 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SOLUTION, SERVICES, DOCUMENTATION AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE". T.AI DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, UNINTERRUPTED OPERATION, ERROR-FREE PERFORMANCE, SPECIFIC RESULTS, COMMERCIAL BENEFIT, PRODUCTION IMPROVEMENT, COST SAVINGS, RISK REDUCTION OR REGULATORY OUTCOME. CUSTOMER ACKNOWLEDGES THAT AI, ANALYTICS AND DECISION INTELLIGENCE OUTPUTS MAY BE PROBABILISTIC, DEPENDENT ON DATA QUALITY AND REQUIRE HUMAN REVIEW.

15. Indemnification

15.1 T.AI IP Indemnity

T.AI shall defend Customer against any third-party claim alleging that Customer's authorized use of the Solution, as provided by T.AI and used in accordance with this Agreement, directly infringes such third party's patent, copyright, trademark or trade secret, and shall pay final damages awarded or settlement amounts approved by T.AI, provided Customer promptly notifies T.AI, gives T.AI sole control of the defense and settlement, and reasonably cooperates at T.AI's expense.

If the Solution becomes or is likely to become subject to an infringement claim, T.AI may, at its option, procure the right for Customer to continue using it, modify or replace it to avoid infringement, or terminate the affected license and refund prepaid unused fees for the affected Solution for the remaining Subscription Term.

T.AI has no indemnity obligation for claims arising from: (a) Customer Data, Customer Outputs, or Customer instructions; (b) combination with items not supplied or approved by T.AI; (c) unauthorized modification or use; (d) use after T.AI provides a non-infringing version or instructs Customer to stop use; (e) open-source or third-party components used outside their license terms; or (f) Customer's breach of this Agreement. This Clause states T.AI's entire liability and Customer's exclusive remedy for third-party IP infringement claims.

15.2 Customer Indemnity

Customer shall defend and indemnify T.AI and its Affiliates, officers, directors, employees, contractors and licensors against claims, losses, damages, penalties, costs and expenses arising from: (a) Customer Data or Customer Outputs; (b) Customer's use of the Solution in violation of law, this Agreement, Documentation or third-party rights; (c) decisions, actions or omissions taken by Customer based on the Solution; (d) unauthorized access caused by Customer systems, credentials or personnel; (e) Customer's breach of license restrictions, confidentiality or IP obligations; or (f) Customer's use of the Solution for third-party processing or competitive development.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, PRODUCTION, USE, DATA OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SOLUTION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

"Excluded Claims" means: (a) Customer's payment obligations; (b) breach of license restrictions; (c) misuse, disclosure or infringement of T.AI Technology or Confidential Information; (d) Customer indemnity obligations; (e) fraud, willful misconduct or intentional breach; (f) violation of law; and (g) liabilities that cannot be limited under applicable law. The limitations apply regardless of legal theory and even if a remedy fails of its essential purpose.

17. Term, Expiration and Termination

17.1 Term

This Agreement begins on the Effective Date and continues until all Order Forms expire or are terminated, unless terminated earlier in accordance with this Agreement.

17.2 Termination for Cause

Either Party may terminate this Agreement or an affected Order Form upon written notice if the other Party materially breaches and fails to cure within thirty (30) days after written notice. T.AI may terminate immediately for Customer's breach of license restrictions, confidentiality, IP obligations, unauthorized competitive development, security circumvention, unlawful use, or insolvency, where immediate termination is reasonably necessary to protect T.AI Technology, Customer Data, security or legal compliance.

17.3 Effect of Termination

Upon expiry or termination of an Order Form or this Agreement, Customer shall immediately cease use of the affected Solution, uninstall or destroy all copies within Customer's control, return or destroy Documentation and T.AI Confidential Information, disable Authorized User access, and certify compliance upon T.AI's request. T.AI may disable license keys, access credentials or hosted access.

Upon Customer's written request made within thirty (30) days after termination or expiry, T.AI will make Customer Data in T.AI-controlled systems available for export in a mutually agreed format, subject to payment of outstanding fees and technical feasibility. Thereafter, T.AI may delete Customer Data in accordance with its standard retention procedures, unless retention is required by law or agreed in writing.

17.4 Survival

Clauses intended by their nature to survive shall survive, including ownership, license restrictions, confidentiality, data return/deletion, fees, warranties disclaimer, indemnities, limitation of liability, audit, governing law, dispute resolution and general provisions.

18. Audit and License Verification

Customer shall maintain accurate records of usage, installations, environments, Authorized Users, sites, modules and other Usage Metrics. Upon reasonable notice and not more than once per year unless there is suspected breach, T.AI may audit Customer's compliance remotely or through records review during normal business hours. T.AI may also use technical license keys, telemetry, logs and usage reports for license compliance, security and support purposes.

If an audit shows underpayment, excess use, unauthorized access or breach, Customer shall promptly pay additional fees, cure the breach, reimburse reasonable audit costs if the discrepancy exceeds five percent (5%) of fees due, and cease unauthorized use. Audit rights survive for two (2) years after termination or expiry.

19. Export Controls and Compliance

Customer shall comply with all applicable export control, sanctions, anti-bribery, anti-corruption, procurement, cybersecurity, data protection and other laws. Customer shall not export, re-export, provide access to, or use the Solution in violation of applicable law or for prohibited end uses. Customer represents that it is not located in, organized under the laws of, or owned or controlled by any person or entity subject to applicable sanctions prohibiting use of the Solution.

20. General

20.1 Assignment

Customer may not assign or transfer this Agreement or any rights under it without T.AI's prior written consent. T.AI may assign this Agreement to an Affiliate or successor in connection with merger, reorganization, sale of business or transfer of substantially all assets, provided the assignee assumes T.AI's obligations. Unauthorized assignment is void.

20.2 Independent Contractors

The Parties are independent contractors. This Agreement does not create a partnership, agency, employment, franchise, fiduciary, joint venture or reseller relationship.

20.3 Notices

Notices must be in writing and delivered by recognized courier, registered post, or email with delivery confirmation to the addresses stated above or in the applicable Order Form. Notices to T.AI shall be sent to legal@tridiagonal.ai or such other address notified by T.AI.

20.4 Force Majeure

Neither Party is liable for failure or delay in performance, other than payment obligations, caused by events beyond reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, utility failures, cloud provider outages, internet failures, government actions, epidemics, cyberattacks not caused by the affected Party's failure to maintain reasonable controls, or other force majeure events.

20.5 Equitable Relief

Customer acknowledges that breach of license restrictions, confidentiality, IP ownership, security, or restricted-use obligations may cause irreparable harm to T.AI for which monetary damages may be inadequate. T.AI may seek injunctive, equitable or interim relief in any court of competent jurisdiction without posting bond, in addition to other remedies.

20.6 Entire Agreement; Amendments

This Agreement and applicable Order Forms constitute the entire agreement between the Parties regarding the Solution and supersede prior or contemporaneous understandings. Amendments must be in writing and signed by authorized representatives of both Parties.

20.7 Severability and Waiver

If any provision is held invalid or unenforceable, the remaining provisions remain effective, and the invalid provision shall be replaced or interpreted to best achieve the original intent to the maximum extent permitted by law. Failure to enforce any provision is not a waiver.

20.8 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and together constitute one instrument.

20.9 Governing Law and Dispute Resolution

Unless the applicable Order Form expressly states otherwise, this Agreement shall be governed by the laws of India, without regard to conflict-of-law rules. Any dispute arising out of or relating to this Agreement shall first be escalated to senior representatives of the Parties for good-faith resolution. If unresolved within thirty (30) days, the dispute shall be finally resolved by arbitration seated in Mumbai, India, conducted in English by a sole arbitrator appointed in accordance with the rules of the Mumbai Centre for International Arbitration (MCIA). Courts at Pune and/or Mumbai, India shall have jurisdiction for interim, injunctive and equitable relief and enforcement of arbitral awards.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

TRIDIAGONAL.AI PVT LTD	CUSTOMER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address: Unit 401, 4th Floor, Amar Madhuban Tech Park, Opposite Audi Showroom, Baner, Pune, Maharashtra - 411045, India	Address:
Email:	Email:
Company Seal, if applicable:	Company Seal, if applicable:

SCHEDULE 1: ORDER FORM TEMPLATE

This template may be completed for each purchase or subscription. Commercial terms may be moved into a separate quotation, statement of work, or purchase schedule if preferred.

Item	Details
Customer legal name	[●]
Order Form effective date	[●]
DecisionOps license	[●]
Deployment model	[SaaS / managed cloud / private cloud / on-premise / hybrid]
Licensed sites / plants / business units	[●]
Authorized Users / usage metrics	[●]
Subscription Term	[Start date] to [End date]
Fees and payment terms	[●]
Support level	[Standard / premium / custom]
Implementation / professional services	[●]
Customer systems / integrations	[●]
Data processing / privacy addendum required?	[Yes / No]
Special terms or deviations from EULA	[Only if expressly stated and signed by both Parties]

SCHEDULE 2: SUPPORT AND DEPLOYMENT RESPONSIBILITY MATRIX

Unless otherwise stated in an Order Form, the following responsibility matrix applies. This schedule can be customized for each deployment.

Area	T.AI Responsibility	Customer Responsibility
Software access / license keys	Provide access or license activation for the licensed Solution.	Use only within licensed scope and protect credentials.
Configuration	Provide standard configuration support if included in the Order Form.	Provide accurate process, asset, user and integration information.
Customer Data	Process Customer Data as required to provide the Solution.	Ensure data rights, quality, legality, backup and retention.
Security	Maintain commercially reasonable controls for T.AI-controlled systems.	Maintain security for Customer environments, identity, devices, networks and integrations.
Updates and patches	Provide updates and critical patches as applicable.	Install or permit installation of required updates in a timely manner.
Support tickets	Respond according to the support level in the Order Form.	Provide logs, screenshots, reproducible steps and timely cooperation.
Business decisions	Provide decision intelligence functionality and outputs.	Validate outputs and retain responsibility for operational decisions and actions.

SCHEDULE 3: HIGH-SENSITIVITY ACCESS CONTROLS

The controls below apply where Customer receives access to sensitive T.AI Technology, non-public product materials, architecture, implementation methodology, advanced configuration materials, source-adjacent materials, models, prompts, ontologies, CDM, decision templates, P&ID extraction workflows, or other restricted product information.

- Access shall be limited to named Authorized Users approved for the relevant project or module.
- Customer shall not share restricted materials with competitors, external consultants, system integrators, advisors, contractors, customers, vendors or Affiliates unless approved in writing by T.AI.
- Restricted materials shall not be copied, exported, photographed, screen-recorded, uploaded to public or external AI tools, posted to repositories, or moved to personal devices or personal cloud accounts.
- Customer shall keep reasonable access logs and shall cooperate with T.AI in investigating suspected misuse or leakage.
- Upon request, Customer shall return or destroy restricted materials and certify deletion.
- These controls apply in addition to all confidentiality, license restriction and IP protection obligations in the Agreement.