

# END USER LICENCE AGREEMENT (FRAMEWORK)

## Inductiva's Genesis Program

May 14<sup>th</sup> of 2024

This End User Licence Agreement ("EULA") is entered into between Inductiva Research Labs, S.A. ("Company") and the Participant who accepts this Agreement ("Participant"). This Agreement may be accepted by clicking a designated button provided by the Company during the Program registration process. By clicking the button or using the Program, the Participant indicates that they have read, understood, and accepted these terms. If the Participant does not accept this Agreement, they must refrain from using the Program.

### 1. DEFINITIONS

**Program:** The Genesis Program provided by the Company, as described in these Terms and Conditions.

**Participant:** Any individual or entity participating in the Program, including but not limited to students, researchers, and academic partners.

**Content:** Any data, files, information, or materials submitted or generated by Participants during the Program.

**Feedback:** Suggestions, ideas, comments, and other observations provided in any way by Participants to the Company regarding the Program or the Company's Platform.

**Platform:** The digital infrastructure and associated services provided by the Company as part of the Genesis Program. This platform combines the computational resources, software tools, and technical support made available to Participants for the purpose of conducting scientific and engineering experiments within the scope of the Program. It serves as an experimental environment where Participants can access and leverage cutting-edge technology to explore, innovate, and develop solutions tailored to their research interests and academic pursuits.

**Platform Improvements:** Suggestions, ideas, comments, and other observations provided in any way by Participants specifically intended for integration into the Company's platform and that are implemented afterwards.

**Results:** Any concepts, designs, solutions, or intellectual property generated by Participants using the Company's Platform during the Program.

**API:** Application Programming Interface, a set of rules and protocols that allows software applications to communicate with each other.

**Data:** Any information collected, processed, or stored by the Company or Participants during the Program, including aggregated user data and individual job information.

**Confidential Information:** Any non-public information disclosed by either party to the other during the Program, including but not limited to business plans, technical specifications, and proprietary algorithms.

**Intellectual Property:** Any patents, copyrights, trademarks, trade secrets, or other intellectual property rights owned or Licenced by either party.

**Termination:** The cessation or conclusion of a Participant's participation in the Program, either voluntarily or as a result of action taken by the Company.

**Effective Date:** The date on which these Terms and Conditions come into effect, as specified in the agreement or upon Participant's acceptance of the Terms.

## 2. GENERAL SCOPE

The Program serves as a collaborative platform, fostering experimentation and innovation for both Participants and the Company. Participants are afforded the opportunity to conduct valuable scientific and engineering experiments at zero computational cost, while the Company gains insights by testing new functionalities and assessing platform performance within a relatively low-risk environment. This initiative is designed to foster innovation across various academic subjects, empowering Participants to explore, experiment, and develop solutions tailored to their specific research interests and academic pursuits. By leveraging the Company's resources and expertise, Participants are encouraged to push the boundaries of knowledge and contribute to the advancement of their respective fields.

### 3. LICENCE GRANT

As a Participant in the Program, you are granted access to our platform under the following terms:

- a) Purpose:** Subject to the terms and conditions of this Agreement, The Company grants you a non-exclusive, revocable, and non-transferable licence to access and use the Platform, including computational resources, software tools, and technical support, for the sole purpose of participating in the Program. This licence is subject to the terms outlined in this agreement.
- b) Scope:** Within the Program's scope, you have limited, non-exclusive rights to utilise the Company's computational resources for scientific and engineering experiments. This means you can use our platform for lawful purposes aligned with the Program's objectives.
- c) Restrictions:** Your access rights are personal and may not be transferred to any third party without our approval. Except as otherwise expressly provided in this Agreement, the Participants shall not directly or indirectly: (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from the direct use of the Platform; (b) copy the Platform onto any public or distributed network; (c) decompile, reverse engineer or disassemble any portion of the Platform, or otherwise attempt to discover any source code, object code or underlying structure, ideas, know-how or algorithms or other operational mechanisms of the Platform, in each case, unless permitted by mandatory statutory law; (d) modify, adapt, translate or create derivative works based on all or any part of the Platform (except to the extent expressly permitted by the Company herein or authorized within the Platform); (e) modify any proprietary rights notices that appear in the Platform or components thereof; (f) use the Platform outside of the scope of rights as set forth in this Agreement; (g) scrape, build databases or otherwise create permanent copies of the content of any Services or keep cached copies longer than permitted by the cache header; or (h) use the Services to (aa) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware; (bb) engage in phishing, spamming, denial-of-service attacks or other fraudulent or criminal activity; (cc) interfere with or disrupt the integrity or performance of third-party systems, or the services or data contained therein; (dd) attempt to gain unauthorized access to the Platform or its systems and networks; or (ee) perform, or engage any third party to perform, authenticated or

unauthenticated penetration testing, vulnerability assessments or other security assessments on the Platform.

- d) **Compliance:** Failure to comply with these terms may result in the termination of your access to the Program and could lead to legal action by the Company.
- e) **Ownership:** This licence does not give you ownership of any part of our platform. The Company retains all rights not expressly granted to you in this agreement.

#### 4. SERVICE DESCRIPTION

The Program provides participants with essential computational resources to support their research endeavours. The following outlines the key features of this service:

- a) **Compute Resources:** The Program provides participants with access to compute credits and free capacity.
- b) **Resource Allocation:** The Company dedicates a comprehensive pool of computational resources, comprising both cloud-based and on-premises infrastructure.
- c) **Best-Effort Basis:** Compute power and availability is provided on a "best-effort" basis, signifying a commitment to delivering adequate resources while responsibly managing costs.
- d) **Shared Resources:** A subset of allocated computational resources that the Company makes available to be used in a shared fashion among all Participants, for the purpose of maximising resource efficiency. This means that when users submit computational loads to Shared Resources it is possible that they may have to wait until computational resources become available to process their requests. In any case, despite the computational resources being shared, at no moment will any user-specific information, including input or output files, be shared among users.
- e) **Dedicated Resources:** Computational resources that the company makes available for exclusive use of a single user, and which are started per request from the users and are available for a maximum period of 4 hours. When the resource is allocated to a user, that user will be the only one authorised to submit computational loads to that resource, meaning that such resource is fully dedicated to running computational loads from that user. Dedicated resources can be of several different types, each with its own set of computational capabilities and, correspondingly, cost. Users can choose among several types of dedicated resource to access to, subject to a certain maximum limits that include, i) maximum overall cost of the resources requests, ii)

maximum number of dedicated machines being used, and iii) maximum number of vCPUs being used, at any moment, as explained in our documentation page: [https://docs.inductiva.ai/en/latest/api\\_reference/user\\_quotas.html](https://docs.inductiva.ai/en/latest/api_reference/user_quotas.html)

## 5. API Access

- 5.1 Participants are granted access to the Company's API to interact with the computational resources allocated to them.
- 5.2 Genesis participants have access to a curated set of experimental features of the API, designed to accelerate innovation and feedback gathering. While these features are technically sound and debugged, they may lack the optimal user experience intended for commercial users. Participants are encouraged to utilize these features to assess their usefulness and usability in real-world scenarios.
- 5.3 The Company values feedback from Participants to improve the API and enhance its functionality for all users. By participating in the Genesis Program, Participants play a vital role in shaping the future development of the API and contributing to the Company's mission of innovation and excellence.

## 6. INTELLECTUAL PROPERTY

- 6.1 Participants may provide suggestions, ideas, comments, or other Feedback to the Company regarding the Program or the Company's platform that may or may not result in Platform Improvements.
- 6.2 Participants acknowledge and agree that any Feedback provided to the Company, whether explicitly or implicitly intended for integration into the Platform, shall become the exclusive property of the Company, granting, without charge, the fully paid-up, perpetual, sublicensable right to exploit such Feedback for any purpose.
- 6.3 The Company reserves the right to implement, modify, adapt, or otherwise use any Feedback provided by Participants in its sole discretion, without any obligation to compensate or notify Participants. The Company may implement such Feedback directly into the platform, code, API, or any other component thereof, without seeking further consent from Participants.
- 6.4 Participants expressly acknowledge and agree that they do not have any rights over the Platform Improvements and waive any present or future rights, claims, or interests they may have in or to the Feedback or Platform Improvements, regardless of whether they continue to use the platform or participate in the Program. Participants further agree not to assert any claims against the

Company relating to the use, implementation, or ownership of the Feedback or Platform Improvements, even after the termination of their participation in the Program.

## 7. CONTENT OWNERSHIP

- 7.1** Ownership of and responsibility for all designs, analyses, simulations, models, estimations, data and other Results uploaded by the Participant within the Platform or generated by the Participant through use of the Platform shall fully remain with the Participant.
- 7.2** Participants own the Intellectual Property rights to any Results generated using the Company's computational resources during the Program.
- 7.3** The Company expressly acknowledges and agrees that Participants retain full ownership of all Results created by them through their use of the Platform as a result of running simulations on it. The Company does not claim ownership or any intellectual property rights over such Results.
- 7.4** The Company affirms its commitment to respecting Participants' Intellectual Property rights and acknowledges that the purpose of the platform is to facilitate the development of new ideas and solutions.

## 8. PARTICIPANT'S RESPONSIBILITIES

- 8.1 Confidentiality and Account Security:** Participants are required to maintain the confidentiality of their account credentials and are solely responsible for all activities conducted under their account. Participants must take appropriate measures to safeguard their account information and promptly notify the Company of any unauthorised access or suspected security breaches.
- 8.2 Compliance with Laws and Regulation:** Participants are obligated to comply with all applicable laws, regulations, and legal requirements while utilising the Program. This includes, but is not limited to, laws governing data protection, intellectual property rights, and the use of computational resources. Participants must ensure that their use of the Program does not violate any third-party rights or infringe upon any legal obligations.
- 8.3 Ethical Conduct:** Participants are expected to conduct themselves in an ethical and responsible manner while using the Program. This includes refraining from engaging in any activities that are unlawful, fraudulent, or unethical. Participants must respect the rights and interests of others, including the Company, fellow participants, and third parties.

**8.4 Compliance with Terms and Conditions:** Participants are required to adhere to all terms and conditions outlined in this agreement. Failure to comply with these terms may result in the termination of access to the Program and may subject Participants to legal action or other remedies available to the Company.

**8.5 Reporting Obligations:** Participants must promptly report any violations of these terms or any suspicious or unauthorised activities related to the Program to the Company. Cooperation with the Company in investigations of such matters is mandatory.

## 9. QUALITY OF SERVICE AND WARRANTIES

**9.1 Availability and Performance:** The Company provides the Program "as-is", without any warranties or guarantees of availability, performance, or quality of service. Participants acknowledge and accept that the availability of computational resources and the execution of jobs may be subject to variability and delays and are aware of the essential functionalities and features of the Services.

**9.2 Elastic Capacity:** For the shared resources, the Company operates the Program under an elastic capacity model, wherein computational resources are dynamically allocated and managed based on user demand. This means that the number of available machines and the processing capacity may fluctuate in response to user activity. When a user submits a job to this active machine, it becomes temporarily unavailable to other users until the job is completed. In response to additional user requests, the Program automatically starts a new machine, which becomes available for the next user in the queue. However, the process of creating and configuring a new machine may take up to 5 minutes. During this brief waiting period, users may experience a delay before their job begins processing. Once a machine has completed its assigned task and is no longer in use, it is promptly turned down to conserve resources. This dynamic allocation and de-allocation of machines based on user demand allow the Program to adjust its capacity in real-time, ensuring efficient resource utilisation while minimising costs.

**9.3 Shared Resource Allocation:** In terms of shared resources, Participants understand that the Company makes available a maximum predetermined number of machines – 20 – configured as "spot instances" on Google Cloud, for Program Participants to share. These machines are subject to automatic shutdown by Google Cloud, which may result in interruptions to job processing. In such cases, the Company will automatically resend the job to the queue for processing on a new machine.

**9.4 Queue System:** Participants acknowledge that jobs submitted to the Program may enter a queue if the maximum capacity of available machines is reached. While the Company endeavours to process jobs efficiently, participants understand that there may be delays in job execution, especially during peak usage periods.

**9.5 Dedicated Resource Allocation:** Dedicated resources need to be explicitly requested by the user using the appropriate commands provided by the API, and are always subject to a maximum quota. Requests for dedicated computational resources that go above the maximum allowed quota will be rejected. If the user does not explicitly request and redirect computational loads to such Dedicated Resources, then such computational loads will be sent to be processed on the Shared Resources, where they will be processed according to the order to which they arrive to the corresponding queue.

**9.6 Absolute Maximum Quota / Usage Cap:** The company places an absolute limit on the amount of resources that can be used by any user to a level that is guided by the maximum hourly/cost of those resources as defined by Google Cloud Platform. More specifically, in no moment can users access computational resources that conflict with any of the following conditions: i) aggregate cost surpasses 2 (two) USD per hour per user (this may limit the number and the type of machines that can be employed to process the requests of any user), ii) aggregate number of vCPUs is higher than 240, or iii) that require more than 20 machines and explained in [https://docs.inductiva.ai/en/latest/api\\_reference/user\\_quotas.html](https://docs.inductiva.ai/en/latest/api_reference/user_quotas.html)

**9.7 No Guarantees:** The Company offers no guarantees regarding the time it takes to execute jobs or the availability of computational resources. Participants may experience longer-than-expected waiting times due to interruptions by Google Cloud or competition for resources among multiple users.

**9.8 Risk Acknowledgment:** By participating in the Program, participants acknowledge and accept the inherent risks associated with the use of cloud-based computational resources and the dynamic nature of resource allocation. While the Company endeavours to minimise disruptions and optimise performance, participants understand that occasional delays or interruptions may occur.

## 10. CONFIDENTIAL INFORMATION

During the Program, participants may gain access to confidential information belonging to the Company. Participants agree to maintain the confidentiality of such information and not disclose it to any third parties without the prior written consent



of the Company. This obligation of confidentiality extends beyond the duration of the Program and remains in effect indefinitely.

## 11. DATA PRIVACY AND SECURITY

**11.1 Data Collection:** The Company collects aggregated user data and high-level information about individual jobs solely for monitoring and program improvement purposes. The Company shall not analyse or store the content of user files without explicit consent from the participants.

**11.2 Data Security:** The Company prioritises the security of Participants' data and employs industry-standard measures to safeguard against unauthorised access, disclosure, alteration, or destruction of data. These security measures are based on the robust security protocols provided by Google Cloud. While the Company ensures the implementation of security measures at its end, participants are also responsible for maintaining the security of their own API access keys.

**11.3 Compliance with Data Protection Legislation:** The Company and Participants agree to comply with all applicable data privacy and data protection legislation, including but not limited to the EU General Data Protection Regulation (GDPR). If the Services involve the processing of personal data, the Company acts as a 'processor' on behalf of the participants who act as 'controllers' as defined in the GDPR.

**11.4 SSL Encryption:** All communications between the participants' devices and the Company's servers are encrypted using SSL encryption to ensure the confidentiality and integrity of data transmitted over the network.

## 12. PROGRAM DURATION

The Genesis Program is available to each participant for a period of 1 (one) month from the Effective Date of acceptance of these conditions. However, it is acknowledged by all parties that the program may potentially be extended beyond the initial duration at the discretion of the Company. Any such extension will be communicated to Participants in advance. The Company reserves the right to modify, suspend, or terminate the program at any time, with or without prior notice, at its sole discretion.

## 13. INDEMNITY

Participants agree to indemnify and hold the Company, its employees, agents, representatives and third-party content, distribution, advertising or other strategic

partners harmless from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to their use of the Program, including any breach of this Agreement or violations of applicable laws or regulations. This indemnity shall extend to any claims made by third parties against the Company resulting from the actions or omissions of the Participants. Participants shall promptly notify the Company of any such claims and shall cooperate fully in the defence of such claims. The Company reserves the right to participate in the defence of any claim, at its own expense, with legal counsel of its own choosing. However, Participants shall have primary control over the defence and settlement negotiations. This indemnity shall survive the termination of these Terms.

#### **14. LIMITATION OF LIABILITY**

Participants acknowledge that the Company shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the Program. The Company's total liability under this Agreement, whether in contract or tort or otherwise, shall not exceed the maximum limit permitted by applicable law. Furthermore, the Company shall not be liable for any failure or delay in performance due to force majeure events. Participants understand and agree that the Company does not guarantee the correctness, completeness, or accuracy of any data or conclusions generated within the Program, nor the feasibility or viability of any projects, products, or undertakings.

#### **15. APPLICABLE LAW AND JURISDICTION**

- 15.1** This Agreement as well as any issues, disputes or claims arising out of or in connection with shall exclusively be governed by the laws of Portugal, excluding its conflict of laws provisions.
- 15.2** The venue of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Porto, Portugal.

#### **16. MISCELLANEOUS**

- 16.1 Entire Agreement:** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes any prior agreements or understandings, whether written or oral.
- 16.2 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and

enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a valid and enforceable provision that reflects the original intent of the parties as closely as possible.

**16.3 Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

**16.4 Amendments and Updates:** The Company may update the terms and conditions determined on this Agreement with future effect from time to time and as necessary for technical, economic, or legal reasons, provided that such changes do not affect the fundamental basis of the legal relationship between the Company and the Participants. Any revisions will be communicated to you via e-mail at least four (4) weeks before they take effect. You have the option to accept or reject the changes before they become effective. If no objection is raised within this period, the revisions will be considered approved. We will notify you explicitly of any approved revisions.

If you have any questions or concerns regarding these Terms, please contact [contact@inductiva.ai](mailto:contact@inductiva.ai)

By adhering to the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms.