

End User License Agreement (EULA) for Permuta Applications (On-Prem or IaaS)

DefenseReady / FederalReady License Types	Power User	Light User	Blended User	Quantity
Operating System Environment Licenses				[Entry Qty]
DefenseReady/FederalReady User Client Access Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Learning Management System Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Workstation Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Financial Management Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Airborne Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Survey Management Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
IaaS Cloud Instances				[Entry Qty]

Enrollment For Software Subscription License Expiration Date: [Enter Software Subscription Expiration Date Here]

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1. OVERVIEW.

- a. Software. The Software may include
 - i. Server software for On-Premise applications and Infrastructure as a Service (“IaaS” or “Cloud”) hosting on a customer approved environment.
 - i. Additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. License Model. The Software is licensed based on
 - i. The number of operating system environments that you run; and
 - ii. the number of instances of server software that you run; and
 - iii. the number of users that access instances of server software.
- c. License Terms for Use with Virtual Server and Other Similar Technologies.
 - i. Instance. You create an “instance” of Software by executing the Software’s setup or install procedure. You also create an instance of Software by duplicating an existing instance. References to Software in this agreement include “instances” of the Software.
 - ii. Run an Instance. You “run an instance” of Software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
 - iii. Operating System Environment. An “operating system environment” is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system On-Premise or in a hosted Cloud instance (Cloud). A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system On-Premise or in the Cloud. A physical hardware system can have either or both of the following:

 - one physical operating system environment
 - one or more virtual operating system environments
 - iv. Server. A server is a physical hardware system capable of running server Software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by you (“your server”) or be fully physically dedicated to you under the day-to-day management and control of a third-party entity (e.g., Outsourcing Company).
 - v. Assigning a License. To assign a license means simply to designate that license to one server or user.
 - vi. Authorized User. An Authorized User is a named user who is properly licensed under this Agreement, an applicable order, contract, Client Access License, or other written authorization from Permuta to access or use the Software.
 - vii. Your Data. Other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, uploaded, posted, or otherwise transmitted by or on behalf of you or an Authorized User through the Software.
 - viii. Permuta Data. Any data provided by Permuta to you under these terms and conditions.
 - ix. Permuta IP. The Software, the Documentation, the Explainability Materials, and any and all intellectual property provided to you or any Authorized User in connection with the foregoing. Permuta IP includes, without limitation, Permuta Data, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, object code, algorithms, the generalized features of the structure, sequence and organization of Software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials. For the avoidance of doubt, Permuta IP includes Aggregated Statistics and any information, data, or other content derived from Permuta’s authorized monitoring of your access to or use of

the Software, but does not include Your Data.

- x. **Aggregated Statistics.** Data and information related to use, performance, operation, support, security, reliability, configuration, or functionality of the Software that is collected, compiled, or used by Permuta in an aggregated or anonymized manner, including to compile statistical, diagnostic, performance, reliability, security, support, or operational information related to the Software.
- xi. **Explainability Materials.** Any information, materials, outputs, records, logs, reports, annotations, rationales, explanations, diagnostic information, troubleshooting materials, system-generated traces, agentic workflow descriptions, prompts, prompt templates, orchestration logic, tool-use records, configuration information, evaluation criteria, model behavior descriptions, process descriptions, reasoning summaries, or other information disclosed or made available by Permuta to you or any Authorized User for purposes of support, troubleshooting, auditability, validation, transparency, explainability, or understanding the operation, performance, or results of the Software. Explainability Materials may include Permuta IP and Permuta confidential information, but do not include Your Data except to the extent Your Data is included in or reflected by such materials.

2. **USE RIGHTS.**

- a. **Assigning the License to the Server.**
 - i. Before you run any instance of the server software under a Software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other Software licenses to the same server, but you may not assign the same license to more than one server.¹
 - ii. You may reassign a Software license, but not within 90 days of the last assignment. You may reassign a Software license sooner if you retire the licensed server due to permanent hardware failure or replacement. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- b. **Running Instances of the Server Software.** You may run, one instance of the server software in one physical or virtual operating system environment on the licensed server.
- c. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each Software license you acquire.
 - i. You may create any number of paid, licensed production instances of the server software, only after the Base Pack Operating System license has been licensed.¹
 - ii. You may store instances of the server software and on any of your servers or storage media.
 - iii. You may create and store instances of the server software solely to exercise your right to run instances of the server software under any of your Software licenses as described (e.g., you may not distribute instances to third parties).
 - iv. **Assigning a License.** To assign a license means simply to designate that license to one server or user.

3. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. **Operating System Environment Base Pack Subscription Software and Support Credits.**
- b. **Client Access Licenses (CALs).**
 - i. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
 - You do not need user CALs for any of your servers licensed to run instances of the server software, user CALs are explained below.
 - ii. **Categories of User CALs.** There are several categories of CALs: the Power User CAL, the Light User CAL and the Blended User CALs apply to the main applications that are purchased separately, but are also included in the *DefenseReady* or *FederalReady* Suite. Some applications are sold separately that require their own user CALs.
 - iii. The Power User CAL allows users full access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). This does not include CALs to the Learning Management System ("LMS"), Airborne, Financial Management, Workstation, and Survey Management which have their own CALs. Power User licenses provide users full read and full write capabilities to all the licensed solution functionality through all modes of access.

¹ See Permuta Terms & Conditions

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- This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
- iv. The Light User CAL allows users limited access to components of the Suite. Light User licenses provide users read, but limited write, capabilities to all of the licensed solution functionality through any and all modes of access. The Light User license is designed to give customers a lower-cost alternative for users who only require limited access to Permuta applications. Furthermore, Light users have read access to data contained in the solution through any client accessing the application. Write access, for Light Users, is available to a maximum of fifteen (15) application tables.
 - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
- v. The Blended User CAL allows an enterprise full CAL coverage access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). As a Blended User CAL customer, you agree that only 10% of your organization will have Power Users and the other 90% will be Light Users.
 - Each CAL permits one user, using any device, to access instances of the software on your licensed servers in your licensed environment.
 - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
- vi. Reassignment of CALs. You may permanently reassign your user CAL from one user to another only when a position is permanently vacated and replaced by another user. (Permuta Software is only licensed in a named user model, not a concurrent user model).
- c. Multiplexing. Hardware or software you use to
 - Pool connections,
 - Reroute information, or
 - Reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need. Any users extracting data from Permuta software require a Client Access License, the attempt to reduce licenses through the use of “portal” is not permitted for On-Premise or IaaS Cloud users, unless approved by Permuta with written authorization.
- d. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted by Permuta. This applies even if the operating system environments are on the same physical hardware system On-Premise or hosted in an IaaS Cloud environment.
- e. AI Features and Agentic Functionality.
 - i. AI Features. The Software may include artificial intelligence, machine learning, generative AI, automated recommendation, summarization, classification, workflow automation, or agentic functionality that can generate, summarize, classify, transform, recommend, retrieve, route, or act upon information within the Software (“AI Features”).
 - ii. Inputs and Outputs. “Input” means Your Data, prompts, instructions, files, queries, parameters, or other information submitted by or on behalf of you or an Authorized User to an AI Feature. “Output” means content, recommendations, classifications, summaries, responses, actions, scorecards, logs, workflow suggestions, or other results generated by an AI Feature in response to Input or your configuration of the Software. Customer is solely responsible for all costs and expenses associated with Customer’s Input, Customer Data, and Output, including any costs relating to the collection, preparation, submission, validation, review, use, retention, storage, export, disclosure, or deletion thereof. Provider is not responsible for such costs or expenses except to the extent expressly agreed in Contract by Provider.
 - iii. Ownership. As between the Parties, you retain all right, title, and interest in and to Input that constitutes Your Data. Subject to Permuta’s ownership of the Software, Permuta IP, Permuta Data, Explainability Materials, Output, underlying models, algorithms, workflows, prompts, orchestration logic, and other Permuta proprietary materials, You may use Output generated for you through the Software for your internal purposes under the Contract.
 - iv. Similarity and Non-Exclusivity. You acknowledge that Output may not be unique and that similar or identical output may be generated for other customers or users. No rights are granted to you in outputs generated for any other customer or user.

- v. **Accuracy and Human Review.** AI Features are probabilistic and may produce inaccurate, incomplete, unexpected, biased, offensive, or otherwise unsuitable Output. You are responsible for reviewing, validating, and determining the appropriateness of Output before relying on it or using it in any operational, legal, personnel, financial, mission, safety-impacting, rights-impacting, or other material decision. [The Software is intended to support, and not replace, human judgment](#)
 - vi. **Agentic Actions.** To the extent the Software includes AI Features capable of initiating workflow steps, calling tools, making recommendations, updating records, sending communications, invoking APIs, or otherwise taking actions within or through the Software ("Agentic Actions"), such Agentic Actions shall operate only within permissions, configurations, and access rights established by you or the Contract. You are responsible for configuring authorization levels, approval workflows, and human review controls for Agentic Actions.
 - vii. **No Fully Autonomous High-Impact Decisions.** Unless expressly authorized in the Contract, you shall not use AI Features to make fully autonomous decisions that have legal, material, binding, safety-impacting, rights-impacting, employment, disciplinary, benefits, eligibility, law-enforcement, medical, financial, or similarly significant effects without appropriate human review and approval.
 - viii. **Logs, Scorecards, and Auditability.** Permuta may generate and maintain logs, traces, tool-use records, prompts, prompt responses, workflow records, configuration records, model scorecards, and other records reasonably necessary to operate, secure, troubleshoot, audit, validate, explain, or improve the reliability and security of the Software. Such materials are Explainability Materials to the extent disclosed or made available to you and remain subject to the confidentiality, use, and IP restrictions in this Agreement.
- f. **Additional Functionality.** Permuta or Microsoft may provide additional functionality for the Software. Other license terms and fees may apply pursuant to the Contract or a formal bilateral modification thereto.
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8. **EXPLAINABILITY AND TROUBLESHOOTING DISCLOSURES.** Permuta may, in its discretion, disclose or make available Explainability Materials to you or Authorized Users for the limited purposes of support, troubleshooting, auditability, validation, transparency, explainability, or your internal use of the Software under this Agreement. You may use such Explainability Materials solely for such permitted purposes and solely during the Term. No disclosure or availability of Explainability Materials shall be deemed to grant you or any third party any ownership interest, license, or other rights in or to the Software, Permuta IP, Permuta Data, Output, algorithms, models, methods, processes, workflows, prompts, configurations, orchestration logic, know-how, trade secrets, or other proprietary materials of Permuta, except for the limited right to use such Explainability Materials as expressly stated in this Section.
9. **CONFIDENTIAL INFORMATION.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, and as demonstrated by contemporaneous documentation, is: (a) in the public domain other than as a result of receiving Party or receiving Party's representatives without breach of this Agreement; (b) known to the receiving Party at the time of disclosure as demonstrated by competent written evidence; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) independently developed by the receiving Party without use of or reference to the Confidential Information as demonstrated by competent written evidence; or (e) disclosed with the prior written approval of the disclosing Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Explainability Materials disclosed or made available by Permuta constitute Permuta Confidential Information and, where applicable, trade secrets of Permuta. Permuta's disclosure or availability of Explainability Materials for purposes of support, troubleshooting, auditability, validation, transparency, or explainability shall not constitute or be construed as a waiver, forfeiture, abandonment, publication, dedication to the public, or loss of any confidentiality, trade secret, intellectual property, ownership, or proprietary rights in such Explainability Materials or any underlying Permuta IP. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

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- i. Intellectual Property Ownership. You acknowledge that, as between you and Permuta, Permuta owns all right, title, and interest, including all intellectual property rights, in and to the Software, Permuta IP, Permuta Data and the Updates and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
 - ii. Your Data. Permuta acknowledges that, as between you and Permuta, you own all rights, title, and interest, including all intellectual property rights, in and to Your Data. You hereby grant to Permuta a non-exclusive, royalty-free, license to reproduce, distribute, and otherwise use and display Your Data and perform all acts with respect to Your Data as may be necessary for Permuta to provide the Software to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Your Data incorporated within the Aggregated Statistics.
 - iii. Output. To the extent protectable under United States intellectual property law, Permuta owns all right, title, and interest in and to Output generated by the Software from your Input. Notwithstanding the foregoing, Permuta retains all right, title, and interest in and to Permuta's pre-existing intellectual property and Permuta IP incorporated into any Output, and third parties retain all right, title, and interest in and to all Third-Party Products incorporated into Output. You shall not use Output to train or develop competing AI models or use scraping or extraction methods to extract data from Output for development of competing products or services.
 - iv. Consent to Use Your Data. You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary or useful to Permuta to enforce this Agreement and exercise its rights and perform its obligations hereunder.
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² See Terms and Conditions of Permuta's Customer Support Plan

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