**LICENSE AGREEEMENT FOR PROJECT INDUS MODEL**

**VERSION MAY 21, 2024**

Project Indus Model Version Release Date: May 21, 2024

These terms forming the License Agreement will govern your use of the Project Indus Model and its Materials. The User (“You”) shall be deemed to have accepted and agreed to the following terms and conditions upon the Users usage of the Project Indus Model. Tech Mahindra reserves the right to revise or modify these terms and conditions at any time without prior notice to the User. Your continued use of the Project Indus Model following the revisions will mean that you accept and agree to the changes.

1. **DEFINITIONS**

1. "Documentation" refers to the specifications, manuals, and documentation accompanying the Project Indus Model distributed by Tech Mahindra.
2. "Licensee" or “User” or "you" refers to you, your employer, or any other entity on whose behalf you are entering into this Agreement, provided you have the legal authority to bind such entity.
3. Project Indus Model" refers to foundational open-source single shot fine-tuned large language model trained on data including Hindi language and its dialects, software, data collected and cleaned to pre-train model, and algorithms, including code to process and clean data, code to train and build model, any documents and other elements thereof distributed at discretion by Tech Mahindra.
4. "Project Indus Materials" collectively refers to Tech Mahindra's proprietary information in connection with the Project Indus Model and related Documentation (and any portion thereof) made available by Tech Mahindra under this Agreement.
5. "Tech Mahindra" or "we" refers to Tech Mahindra Limited.
6. **USE OF PROJECT INDUS MODEL, GRANT OF LICENSE AND RESTRICTIONS**
7. Subject to your adherence with the terms of this Agreement, You are granted a non-exclusive, worldwide, non-transferable, and royalty-free limited license to use, reproduce, redistribute, modify and make modifications to the Project Indus Model. The Project Indus Model is a copyright of Tech Mahindra Limited and Tech Mahindra retains all rights and interest under the applicable Intellectual Property Laws in relation to the Project Indus Model.
8. If you distribute or make available the Project Indus Model or its Materials, or any derivative works thereof, to a third party, you must provide a copy of this Agreement and any other applicable terms to such third party.
9. Your use of the Project Indus Model must comply with applicable laws, regulations and governmental order or decrees (including trade compliance laws), must not incite hatred, must not harm any religious or cultural sentiments and customs, must not incite or promote any illegal activity or commission of a crime, must not be for illegal purposes, must be ethical and be in a manner that does not infringes, misappropriates or otherwise violates any third-party rights or rights of Tech Mahindra;
10. Use of any third-party materials or software or open-source software forming part of the Project Indus Model will be subject to this Agreement and any other terms applicable to the third-party materials or the open-source software. Tech Mahindra assigns such rights as available to Tech Mahindra and on ‘pass through basis only’.
11. As a use case, You may provide prompts or inputs to the Project Indus Model ("Input”) and receive results or outputs ("Output”). You will retain all responsibility and ownership for the Input and Output. Tech Mahindra assigns to you all its rights, title and interest in the Output if any. It is entirely your decision whether to use the Output generated by the Project Indus Model. Tech Mahindra strongly recommends that You undertake due diligence and have reasonable policies and practices in place intended to prevent use of Project Indus Model in a way that may violate rights of others or may be harmful or offensive to anyone.
12. You represent and warrant that you have all rights, licenses and permissions required to provide Inputs to the Project Indus Model. You are solely responsible for any use of the Output and evaluating the accuracy and appropriateness of the Output for your use.
13. You are responsible for all your activities in connection with the Project Indus Model including activity of any end user on your behalf.
14. You accept that Tech Mahindra has made or makes no specific representations or undertakings regarding the operation and adequacy of the Project Indus Model, including whether the Project Indus Model meets your use requirements.
15. You accept that the Project Indus Model utilizes complex technologies and models in order to deliver your envisaged Output, such that it may not always be practicable or possible to explain why certain outputs or decisions were provided by the Project Indus Model.
16. You accept that the Project Indus Model has been designed to serve as a foundational model and is not designed for any risk or high-risk decision-making nor can it be used for fill-in-the-blank exercises, multiple Q&A, and similar applications at the moment. You acknowledge to use the Project Indus Model at your own risk and discretion.
17. Tech Mahindra may consider and incorporate into the Project Indus Model any feedback provided by the User.
18. In the event applicable, Tech Mahindra will process and store your data in accordance with our privacy commitments. We will only use data as necessary to provide you with the Project Indus Model, comply with applicable law, and enforce Tech Mahindra Policies.
19. Tech Mahindra reserves the right to unilaterally modify or discontinue any aspect of the Project Indus Model at any time, including, its content or features and suspend or terminate or interrupt operation or access to the Project Indus Model or any portion of the Project Indus Model for any reason, as deemed necessary by Tech Mahindra.
20. Tech Mahindra reserves the right at all times to disclose any information that Tech Mahindra deems necessary to comply with any applicable law, regulation, legal process or governmental request.
21. Tech Mahindra shall have no responsibility for any damage to User's computer system or loss of data that results from the download of any content, materials, information from the Project Indus Model.
22. **PRICING**

In the event Your use of Project Indus Model generates a revenue or financial gain of more than $1,000,000 (One Million United States Dollar) as determined by Tech Mahindra in its discretion, Tech Mahindra will be entitled to 10% of the gross revenue and the use and license of the Project Indus Model will be governed by additional terms and conditions as notified by Tech Mahindra.

1. **CONFIDENTIALITY**
2. “Confidential Information” means information (whether electronic or otherwise) disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), including but not limited to, business information, specifications, ideas, know-how, designs, drawings, data, computer programs, marketing, technical, financial and any other information, that is identified as confidential at the time of disclosure or should be reasonably understood by the Receiving Party to be confidential. Receiving Party agrees it will: (a) only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this.
3. This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information which: (i) is a part of or enters into the public domain; (ii) was already in the Receiving Party’s possession prior to the date of disclosure; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is independently developed by the Receiving Party without use of the Confidential Information; (v) is approved for release (and only to the extent so approved) by the Disclosing Party; or (vi) is required to be disclosed by operation of law or governmental authority. The Receiving Party shall only disclose the Confidential Information to its personnel, directors, consultants, and independent contractors as is necessary under this Agreement and who are bound by confidentiality obligations at least as restrictive as those under this Agreement.
4. **DISCLAIMER OF WARRANTY**

UNLESS REQUIRED BY APPLICABLE LAW, THE PROJECT INDUS MODEL AND ITS MATERIALS AND ANY OUTPUT AND RESULTS THEREFROM ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING OR REDISTRIBUTING THE PROJECT INDUS MODEL AND ITS MATERIALS AND ASSUME ANY RISKS ASSOCIATED WITH YOUR EXERCISE OF PERMISSIONS UNDER THIS LICENSE.

Despite anything to the contrary, Tech Mahindra and its Affiliates makes no representations or warranties (a) that use of the Project Indus Model will be uninterrupted, error free, reliable or secure, (b) that any defects will be corrected, (c) that Output generated by the Project Indus Model will be accurate, error free or reliable (d) with respect to any third-party materials or software incorporate in the Project Indus Model. The data used in relation to the Project Indus Model has been obtained from sources believed to be reliable. Tech Mahindra disclaims all warranties as to the accuracy, completeness or adequacy of such data.

You understand that Tech Mahindra will not undertake to check if the Project Indus Model or its use infringes third party intellectual property or other rights. You are fully responsible for ensuring that your use of the Project Indus Model and any Input you upload or transmit to the Project Indus Model complies with all applicable laws and does not infringe the rights (including intellectual property rights) of any third party.

Your sole remedy against Tech Mahindra for grievance with the Project Indus Model or any content is to stop using the Project Indus Model or any such content.

1. **LIMITATION OF LIABILITY**

IN NO EVENT WILL TECH MAHINDRA OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS OR LOSS OF REVENUE ARISING OUT OF THIS AGREEMENT OR USE OF THE PROJECT INDUS MODEL AND ITS MATERIALS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TECH MAHINDRA WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM YOUR USE OR INABILITY TO USE THE PROJECT INDUS MODEL OR CONDUCT OF ANY THIRD PARTY OR ANY OTHER CLAIM RELATED TO THE PROJECT INDUS MODEL OR ANY LOSSES OR CAUSES OF ACTION RELATED TO THE PROJECT INDUS MODEL.

1. **INDEMNIFICATION**

The User agrees to indemnify, defend and hold Tech Mahindra and its Affiliates harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse or use by the User of the Project Indus Model or its Input or Output or use of the Project Indus Model in violation of this Agreement or in violation of applicable laws or rights of others.

1. **TECH MAHINDRA LOGO**

The Tech Mahindra name and logo and the Project Indus name and logo are trademarks which exclusively belong to and are owned by Tech Mahindra Limited and is protected by various intellectual property rights and other applicable laws. These trademarks may not be used in any manner whatsoever without prior written consent from Tech Mahindra Limited.

1. **TERM AND TERMINATION**

This Agreement commences upon your acceptance or access to the Project Indus Model and its Materials and will continue in effect until terminated. Tech Mahindra may terminate this Agreement if you breach any term or condition herein. Upon termination, you shall cease use and delete all copies of the Project Indus Model and its related Materials. Termination or expiration will not affect any rights or obligations which have accrued under this Agreement up to the date of termination. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive termination will survive and continue in full force and effect in accordance with their terms, including confidentiality obligations, indemnification, limitations of liability, and disclaimers.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement and all relations, disputes, claims and other matters arising hereunder (including noncontractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of the jurisdictions set forth in the following table, without regard to conflicts of laws provisions. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any national or provincial court of competent jurisdiction located in the venue indicated in the table corresponding to the jurisdiction. To the extent applicable, Parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether in contract, statute, tort relating to this Agreement.

|  |  |  |
| --- | --- | --- |
| **Location or Region of Tech Mahindra Entity** | **Jurisdiction** | **Venue** |
| India | India | Courts of Mumbai, India |
| Asia Pacific and Australia | Singapore | Courts of Singapore |
| European Union or the United Kingdom | Laws of England and Wales | Courts of London, United Kingdom |
| Middle East and Africa | Laws of England and Wales | Courts of London, United Kingdom |
| United States of America, Canada or Mexico | The State of New York, United States of America | Courts of New York, United States of America |
| Anywhere worldwide other than the above | The State of New York, United States of America | Courts of New York, United States of America |