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# Terms of Service

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**Effective Date: April 24, 2026**

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**At a glance** — This is your main contract with Litemfuse. It sets the rules for using our cloud solution: you pay for a subscription, we provide the service. You own your data; we use it only to deliver and improve the Service. Some plans are free, most are paid, and fees and renewals are transparent. Either side can end the contract (you at the end of any billing cycle, us with notice or for cause). We keep confidentiality, protect your data, and commit not to sell or misuse it. Liability is capped, with standard exceptions. If we need to change terms, we will give you 30 days' notice — you can walk away with a refund if you do not agree. Most customers subscribe self-serve via the in-product checkout — no separate signatures are needed; enterprise customers may use a separately executed Order Form.

## 1. AGREEMENT TO TERMS

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These Terms of Service (the "**Agreement**"), together with (a) the Data Processing Agreement ("**DPA**") available at <https://litemfuse.ai/security/dpa> (incorporated by reference and applicable whenever Client provides Client Personal Data to Litemfuse) and (b) if Client is provisioned on Litemfuse's HIPAA instance, the Business Associate Agreement ("**BAA**") available at <https://litemfuse.ai/security/hipaa> (incorporated by reference), form the entire contract between Litemfuse GmbH ("**Litemfuse**") and the respective client ("**Client**"). Litemfuse and its Affiliates may perform obligations under this Agreement; Litemfuse remains responsible for their performance.

By signing up for, accessing, or using the Service, Client indicates its acceptance of this Agreement and agrees to be bound by its terms. The person accepting on behalf of Client represents that they are authorized to do so. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICE AND MUST DISCONTINUE USE IMMEDIATELY.

**Precedence.** If there is a conflict on the same subject matter: (1) for PHI, the BAA controls; (2) for Personal Data (excluding PHI), the DPA controls; otherwise, this Agreement controls.

**Open-Source Disclaimer.** Litefuse develops a material part of its software as open-source software. This Agreement governs only the SaaS Service and does not limit any rights to open-source code under the applicable open-source license.

## Definitions.

- "**Client Data**" means any data or content submitted to or collected by the Service from or on behalf of Client.
- "**Client Personal Data**" has the meaning given in the DPA and is a subset of Client Data.
- "**PHI**" has the meaning given in the BAA and is a subset of Client Data.
- "**Service-Generated Data**" means usage, telemetry, and metadata generated by the Service; it does not include Client Personal Data or PHI.
- "**Billing Cycle**" means the recurring subscription interval selected by Client (e.g., monthly or annual).
- "**Affiliate**" means any entity that controls, is controlled by, or is under common control with a party.
- "**Order Form**" means (a) for self-serve plans, Client's selections and confirmation in the in-product checkout flow; or (b) for enterprise plans, a separately executed order form or statement of work signed by both parties.

Capitalized terms not defined here have the meanings given in this Agreement, the DPA, or the BAA within their respective scopes.

## 2. THE SERVICE

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Litefuse operates a software as a service ("**Service**") that provides monitoring, analytics, and development tools for businesses building with large language models and other generative AI. Litefuse operates multiple instances of the Service, including its U.S. cloud, HIPAA cloud, and EU cloud. Client may only use the Service for its own business activities.

During the Subscription Term, Litefuse will provide the services identified in the Order Form in accordance with the Documentation and, if applicable, the SLA. Litefuse may update or modify the Service from time to time but will not materially decrease overall functionality or security during the then-current Subscription Term.

Litefuse may temporarily or permanently suspend Client's access if there are concrete indications that Client is violating this Agreement or if there is a legitimate security, availability, or integrity risk. Litefuse will give reasonable notice where practicable and restore access once the issue is resolved.

Except as expressly permitted under the DPA (and, for PHI, under the BAA), Client will not intentionally submit: (i) Special Categories of Personal Data under GDPR Articles 9–10; (ii) Sensitive Personal Information under CPRA/CCPA; (iii) government-issued identifiers, full financial account numbers, or precise geolocation; or (iv) data about children under 16 without parental consent. If Client submits such data in breach of this Agreement, Litefuse has no liability arising from that submission and may suspend processing of the affected data.

### 3. FEES AND PAYMENT

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We accept the following forms of payment: credit card, bank transfer, and AWS Marketplace.

For self-serve plans, Client's selections and confirmation in the in-product checkout flow constitute the Order Form; no countersignature is required. The Service is billed on a subscription basis ("**Subscription**").

Client must provide accurate and complete billing information and a valid payment method. By submitting payment information, Client authorizes Litefuse to charge all Subscription fees to the provided payment method. If automatic billing fails, Litefuse will issue an electronic invoice and Client must settle the outstanding amount within fourteen (14) days.

Fees are exclusive of taxes. Client will pay all applicable sales, use, VAT/GST, and similar taxes (excluding taxes on Litefuse's net income).

Litefuse may update pricing effective on renewal of the then-current Subscription term, with at least 30 days' prior notice. Mid-term changes apply only to (i) add-ons Client elects, (ii) usage-based overages per published rates, or (iii) changes in applicable taxes. If Litefuse must implement a material mid-term change for legal or regulatory reasons, Client may terminate the affected Subscription within 30 days of notice and receive a pro-rated refund of prepaid fees for the terminated portion.

**Free Tier and Free Trial.** Litefuse may provide (a) a free subscription tier (e.g., the "Hobby" plan) or (b) a time-limited free trial of paid plan features (each, a "**Free Offer**"). The Free Tier does not automatically convert to a paid subscription. For Free Trials of paid plans, billing will not begin until the Free Trial expires; unless Client cancels before expiration, the subscription will automatically convert to the selected paid plan. Litefuse may modify or discontinue any Free Offer at any time without notice. Free Offers are provided "AS IS" without warranty, support, indemnity, or liability.

### 4. CONFIDENTIALITY

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**"Confidential Information"** means any information in any form in the confidentiality of which the disclosing party has a legitimate interest, including trade secrets, intellectual property, and business strategies.

All Confidential Information exchanged between the parties shall be treated as strictly confidential and disclosed only for the purposes of this Agreement, with due care and to the extent necessary. Confidential Information excludes information that: (i) becomes part of the public domain through no breach by the receiving party; (ii) was independently developed without breach of confidentiality obligations; or (iii) has been released in writing by the disclosing party.

Each party is entitled to disclose Confidential Information as required by law, official order, or final court order, provided it gives the other party prior written notice (if permissible) and takes reasonable precautions to minimize the scope of disclosure.

Each party shall protect the other's Confidential Information with at least the same care it uses for its own confidential information, and in no event less than a reasonable standard of care. Confidential Information will not be shared, sold, or used for any purpose other than fulfilling this Agreement.

A party may share Confidential Information only with directors, officers, employees, affiliates, and professional advisors who need to know the information and are bound by equivalent confidentiality obligations.

Upon request, each party shall return or evidence destruction of all Confidential Information and copies without undue delay, subject to statutory retention obligations. Any retained Confidential Information will remain subject to this Agreement.

## **5. PROHIBITED ACTIVITIES**

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Client may not access or use the Service for any purpose other than as expressly permitted by this Agreement. As a user of the Service, Client agrees not to:

- Systematically retrieve data or other content from the Service to create or compile a collection, compilation, database, or directory without our written permission.
- Trick, defraud, or mislead Litemuse or other users, especially in any attempt to obtain sensitive account information.
- Circumvent, disable, or otherwise interfere with security-related features of the Service.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Service.

- Use the Service to provide a competing service, or resell or sublicense the Service without Litefuse's explicit written permission.
- Conduct security or vulnerability testing without Litefuse's prior written authorization.
- Knowingly transmit malicious code, viruses, or any unlawful or infringing content.
- Use the Service for high-risk activities where failure could lead to death, personal injury, or significant property damage.
- Exceed agreed usage limits or use the Service in a manner inconsistent with any applicable laws or regulations.
- Engage in any automated use of the Service, including scripts, bots, or data-mining tools, beyond documented API use.
- Use the Service to harass, abuse, harm, or threaten any person.
- Attempt to impersonate another user or person, or use another user's account.
- Use information obtained from the Service to send unsolicited communications.
- Delete or alter any copyright or other proprietary rights notices from the Service.

Litefuse may suspend Client's access to the Service for violations of this Section. Any such suspension does not relieve Client's payment obligations.

Client must protect access credentials against unauthorized access and notify Litefuse immediately, and in no event later than 72 hours, upon becoming aware of any unauthorized access.

## **6. CLIENT DATA**

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Client Data is and will remain owned exclusively by Client. Client hereby grants Litefuse a worldwide, limited-term, non-exclusive license to host, process, and transmit Client Data solely as necessary to provide, maintain, and support the Service under this Agreement.

Litefuse may collect and use Service-Generated Data only as needed to operate, maintain, improve, and support the Service — including for diagnostics, analytics, customer support, and reporting. Litefuse will not share such data externally unless it is (a) aggregated or anonymized and (b) cannot reasonably be used to identify Client, its users, or any Client Data.

Litefuse shall not access, analyze, or use Client Data to develop competing products or services, or to train AI models. Litefuse will not sell Client Data to third parties.

Client may export Client Data at any time during the Subscription Term via the Service's export features. Following termination, deletion of Client Personal Data is governed by DPA § 9, deletion of PHI is governed by BAA § 10, and all other Client Data is deleted as set out in Section 10.

Client may provide Feedback about the Service. Client gives Feedback "AS IS" and Litefuse may use all Feedback freely without restriction or obligation.

## **7. INTELLECTUAL PROPERTY RIGHTS**

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The rights and obligations pertaining to any open-source software used by Litefuse are exclusively governed by the terms of the applicable open-source license. Nothing in this Agreement limits those rights.

The Service (excluding Client Data) and its features, functionality, and Documentation are and will remain the exclusive property of Litefuse and its licensors. The Service is protected by copyright, trademark, and other applicable intellectual property laws. Litefuse's trademarks and trade dress may not be used in connection with any product or service without Litefuse's prior written consent.

Litefuse grants Client a revocable, non-exclusive, non-transferable right to use the Service and Documentation for the term of this Agreement and solely in accordance with its terms and Client's ordinary business activities. Client does not acquire any other right, title, or interest in or to the Service.

## **8. WARRANTY**

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Provided Client timely performs its obligations and reasonably cooperates with Litefuse, the Service shall conform in all material respects with the requirements stated in this Agreement and the Documentation. Client shall notify Litefuse of any material non-conformance without undue delay and in appropriate detail.

Except as expressly stated in this Agreement, the Service and Documentation are provided "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, LITEFUSE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LITEFUSE MAKES NO WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR OUTPUT GENERATED THROUGH THE SERVICE.

## **9. LIMITATIONS OF LIABILITY**

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EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO LITEFUSE IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER

BASED IN CONTRACT, STATUTE, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS SHALL NOT APPLY TO: (a) DAMAGES CAUSED BY FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; (b) LIABILITY FOR DEATH, PERSONAL INJURY, OR HEALTH DAMAGES CAUSED BY NEGLIGENCE; (c) LIABILITY WHICH CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (d) EXPRESS WRITTEN GUARANTEES.

EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR FAILURE OR DELAY DUE TO FORCE MAJEURE EVENTS, INCLUDING STRIKES, RIOTS, EPIDEMICS, TERRORISM, WARS, FIRES, FLOODS, POWER FAILURES, OUTAGES, ACTS OF AUTHORITIES, OR ACTS OF GOD.

## 10. TERM AND TERMINATION

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These Terms remain in full force and effect while Client uses the Service.

Client may terminate without cause at any time during a running Billing Cycle, effective at the end of that Billing Cycle. Litefuse shall observe a notice period of one (1) month to the end of a Billing Cycle for a termination without cause.

Unless terminated beforehand, at the end of each Billing Cycle the Subscription will automatically renew for another Billing Cycle under the same terms. Client may cancel the Subscription through the online account management page or by contacting [support@litefuse.ai](mailto:support@litefuse.ai).

Either party may terminate this Agreement immediately for a material breach that cannot be cured, or upon 30 days' prior written notice if curable and not cured within that period. If Client terminates for Litefuse's uncured material breach, Litefuse shall refund prepaid fees for the unused portion of the Subscription Term.

Within thirty (30) days after termination or expiration, Litefuse will close Client's account and delete or destroy Client Data in a manner designed to preserve its confidentiality, except where retention is required by law or for the defense of legal claims. Retained copies remain subject to this Agreement and will be deleted in the ordinary course. The DPA governs deletion of Client Personal Data; the BAA governs deletion of PHI.

Upon termination or expiration, all licenses granted under this Agreement terminate. Sections 4 (Confidentiality), 6 (Client Data), 7 (IP Rights — disclaimers), 8 (Warranty — disclaimers), 9 (Limitations of Liability), and 11 (Miscellaneous) survive.

## 11. SERVICE LEVELS (Enterprise Only)

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For Clients on an enterprise plan with an Order Form that includes a Service Level Agreement ("**SLA**"), Litefuse will use commercially reasonable efforts to meet the target availability for core services stated in the Order Form. If the target is not met, Client may request service credits as specified in the Order Form; such credits are Client's sole remedy and will not exceed fees for the affected period. Exclusions include scheduled or emergency maintenance, Client or third-party causes, beta or preview features, and force majeure events. Litefuse may update this Section but will not materially reduce commitments during the then-current term; any reduction applies only at renewal.

## 12. INDEMNIFICATION

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**By Litefuse.** Litefuse will defend Client against any third-party claim alleging that the Service infringes or misappropriates any patent, trademark, copyright, or trade secret enforceable under applicable law, and pay the amount of any resulting adverse final judgment or approved settlement. Litefuse has no obligation to the extent a claim arises from: (i) combinations with items not provided by Litefuse; (ii) modifications not made by Litefuse; (iii) use not in accordance with the Documentation or this Agreement; (iv) non-current versions where the claim would have been avoided by a current version available without material loss of functionality; or (v) Client Data. If the Service is or is likely to be enjoined, Litefuse may procure continued use, modify or replace the Service, or terminate the affected Subscription and refund prepaid fees for the remaining term.

Litefuse will also indemnify, defend, and hold harmless Client from third-party claims arising from (a) Litefuse's breach of its confidentiality obligations under Section 4; (b) a Security Incident (as defined in the DPA) affecting Client Personal Data or PHI caused by Litefuse's failure to comply with this Agreement, the DPA, or the BAA; or (c) Litefuse's violation of applicable data-protection laws in providing the Service.

**By Client.** Client will defend Litefuse against any claims brought by Client's users, customers, or other third parties arising from Client's misuse of the Service, and pay the amount of any resulting final judgment or approved settlement, unless such claims are solely caused by Litefuse's breach of this Agreement.

**Conditions.** Indemnification obligations are subject to: (i) the indemnified party providing prompt written notice; (ii) the indemnifying party having sole control of defense and settlement; (iii) the indemnified party reasonably cooperating; and (iv) the indemnified party making no admissions or settlements without the indemnifying party's prior consent. Notwithstanding Section 9, indemnity payments are capped at three (3) times the fees paid in the twelve (12) months prior to the claim.

## 13. GOVERNING LAW

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This Agreement is governed by, and shall be construed in accordance with, the following laws depending on the cloud instance used:

- **us.cloud.litefuse.ai** and **hipaa.cloud.litefuse.ai**: the laws of the State of California, USA, with exclusive jurisdiction in the state and federal courts located in San Francisco, California, USA.
- **cloud.litefuse.ai**: the laws of the Federal Republic of Germany, with exclusive jurisdiction in the courts of Berlin, Germany.
- Any other current or future Litefuse cloud instances: the laws of the Federal Republic of Germany, with exclusive jurisdiction in the courts of Berlin, Germany.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

**Dispute Resolution.** The parties agree to first attempt to resolve any dispute informally for at least 30 days before pursuing formal proceedings. If a dispute cannot be resolved informally, it shall be referred to the courts with jurisdiction as specified above. Nothing in this Section prevents either party from seeking urgent injunctive or equitable relief.

## 14. MISCELLANEOUS

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**Amendments.** Litefuse may update these Terms prospectively by providing at least 30 days' prior notice by email. If Client objects to a material change that adversely affects it, Client may terminate the affected Subscription before the effective date and Litefuse will refund prepaid fees for the period after termination. Amendments to the DPA or BAA are governed by their own change provisions.

**Assignment.** Neither party may assign this Agreement without the other party's consent, except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets (with notice). Any non-permitted assignment is void.

**Publicity.** Only with Client's prior consent, Litefuse may use Client's name and logo to identify Client as a customer on Litefuse's website and in marketing materials. Client may revoke consent at any time by notice.

**Notices.** Legal notices must be sent by email: to Client at the primary email associated with the account, and to Litefuse at [legal@litefuse.ai](mailto:legal@litefuse.ai). Notices are deemed given when the sending server records transmission. Operational and product notices may be given in-product or by email to the account admin.

**Export Compliance.** Client is responsible for complying with all applicable import and export regulations in connection with its use of the Service.

**Electronic Communications.** Visiting the Service, sending emails, and completing online forms constitute electronic communications. Client agrees that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communication be in writing.

**Entire Agreement; Severability.** This Agreement states the entire agreement between the parties and supersedes all prior representations, agreements, and understandings relating to its subject matter. If any provision is found invalid or unenforceable, it shall be replaced by a valid and enforceable provision that best reflects the parties' intent, and the remaining provisions shall continue in full force and effect.

**No Waiver.** Failure by either party to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of that right or provision.

**Self-Serve Subscriptions.** Self-serve subscriptions are formed upon completion of the in-product checkout flow and do not require a separate signature. Upon Client's written request, Litefuse will provide a countersigned copy for record-keeping.

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## Contact Us

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To resolve a complaint or receive further information, please contact us at:

**Email:** [support@litefuse.ai](mailto:support@litefuse.ai)