Teneo Agent SDK — End User License Agreement (EULA)

Effective Date: 2025-10-31
Version: 1.1.0

1) Introduction

This End User License Agreement ("Agreement") governs your use of the Teneo Agent SDK and associated documentation (collectively, the "SDK"), provided by Teneo Protocol or its affiliates ("Teneo," "we," or "us"). By clicking "Accept," typing **CONFIRM** (or similar), or by installing, accessing, or using the SDK, you agree to be bound by this Agreement.

2) License Grant

Teneo grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the SDK solely for creating, testing, and deploying Agents within the Teneo Ecosystem, subject to these terms and all applicable Teneo policies, including the **Teneo Agent SDK — Public Deployment Rules.**

3) Restrictions

You may not:

- Reverse engineer, decompile, or disassemble the SDK.
- Copy, distribute, or sublicense the SDK except as expressly permitted herein.
- Use the SDK to create products or services that directly **compete with Teneo's core platform infrastructure** or unfairly exploit the Teneo Ecosystem.
- Remove, alter, or obscure any proprietary notices or marks.
- Use the SDK in any manner that violates the **Teneo Agent SDK — Public Deployment Rules.**

4) Ownership

All rights, title, and interest in and to the SDK, its documentation, APIs, and associated proprietary materials remain the exclusive property of Teneo. You retain ownership of your original Agent code and data built using the SDK, **provided that such code and data comply with all Teneo policies.**

5) Data & Telemetry

You acknowledge and agree that Teneo may collect limited technical and operational data from your SDK usage to ensure compliance, security, and performance. This may include:

- Country or region of SDK usage (for regulatory compliance)
- SDK version, OS, and architecture

- Aggregate operational metrics (error rates, usage frequency)
  Teneo does not collect personal data unless explicitly required by law or compliance policy, and any such collection will be in accordance with the Teneo Privacy Policy.

6) Developer Responsibility and On-Chain Tools

By using the SDK, you accept full, sole, and exclusive responsibility for the development, operation, security, legality, and all data transmitted, processed, or produced by your Agents. You acknowledge that the SDK provides tools for non-custodial wallet connection, NFT minting, and the X402 on-chain payment logic, and that Teneo does not custody any funds, control the underlying value of any crypto assets, or act as a party to any pay-per-request transaction between your Agent and a User.

7) Indemnification

You agree to defend, indemnify, and hold harmless Teneo and its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to **your use of the SDK, the Agents you create, or your breach of this Agreement or the Deployment Rules.**

8) Disclaimer of Warranties

THE SDK IS PROVIDED **"AS IS" AND "AS AVAILABLE,"** without warranties of any kind. Teneo expressly disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law. We do not warrant that the SDK will be error-free or uninterrupted.

9) Limitation of Liability

To the maximum extent permitted by law, Teneo will not be liable for any indirect, incidental, punitive, special, or consequential damages, including damages for **loss of data, profit, or business interruption**, arising from your use of the SDK. Teneo's total aggregate liability under this Agreement shall not exceed the greater of **USD 100** or the total amount you paid to Teneo in the twelve (12) months preceding the claim.

10) Termination

Teneo may suspend or terminate your license immediately if you violate this Agreement, the Teneo Deployment Rules, or applicable law. Upon termination, you must cease using and delete all copies of the SDK.

11) Updates & Modifications

Teneo may update or modify the SDK or this Agreement at any time. Continued use of the SDK after such changes constitutes acceptance of the updated terms.

12) Governing Law

This Agreement is governed by the laws of **Switzerland**, and the exclusive jurisdiction and venue for any disputes arising out of or relating to this Agreement shall be the courts in **Zug, Switzerland**, without regard to conflict-of-laws principles.

13) Acceptance

By typing CONFIRM, you acknowledge that:

- You have read and understood this Agreement and the Teneo Agent SDK — Public Deployment Rules.
- You agree to be bound by all of their terms.
- You understand and accept that Teneo is an infrastructure provider only and is not responsible for your Agent's content or any financial/compliance obligations related to its operation.