

Updated September 15, 2025

ScaleOut Active Caching™ Management UI

Terms of Use

1. Introduction

Overview

These Terms of Use ("Terms") are entered into between ScaleOut Software, Inc. ("ScaleOut Software", "we", "us", "our") and you, the user ("you", "your"), governing your use of the ScaleOut Active Caching Management UI (the "Service", "UI"). These Terms apply to any updates or supplements to the Service, unless otherwise specified.

Your privacy is important to us. For information on how we handle your personal data, please review our Privacy Policy, which describes our practices concerning data collection, processing, storage, and protection.

Agreement to Terms

By installing or using the Service, you acknowledge that you have read and agree to abide by these Terms of Use. If you do not agree to these Terms, do not use the Service.

2. Definitions

For the purposes of these Terms:

- **Service** refers to the ScaleOut Active Caching Management UI.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to ScaleOut Software, Inc, 1037 NE 65th St #81684, Seattle, WA 98115.
- **Third-Party Services** refers to applications, software, programs, or other digital services provided by third-parties that connect to the Service, import data, and/or export data.
- **Generative AI** refers to technology that uses large language models to generate text content.

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

3. Usage Policies

User Obligations

You agree to the following obligations when using the Service:

- **Accuracy of Data:** You are responsible for ensuring that any data you upload or use with the Service is accurate, lawful, and does not infringe upon the rights of any third party.
- **Account Security:** You must maintain the confidentiality of your account credentials and are responsible for all activities that occur under your account.
- **Proper Use:** You will not misuse the Service in any way that could disrupt, damage, or harm the functionality or security of the Service.
- **Compliance:** You agree to comply with all applicable laws, regulations, and third-party agreements when using the Service.

Third-Party Services

The Service allows you to connect to various third-party data sources and services. Your agreements with these third-party services are solely between you and the applicable third parties and may be governed by additional terms and agreements. You agree that you are solely responsible for and have the necessary authority to connect to and import data from these third-party services. ScaleOut Software does not monitor, control, or assume any liability associated with the functionality of or data imported from these third-party sources, and we are not responsible for its quality, accuracy, nature, or ownership. You agree that you are solely responsible for any content you create, transmit, distribute, or display based on the imported data. Furthermore, ScaleOut Software does not assume any liability associated with interruptions to the Service that may occur if a third-party service is unavailable, discontinued, or disrupted.

API Keys

The Service allows you to provide your own API keys to connect to certain third-party services, including ArcGIS and OpenAI. Providing these API keys is optional. By doing so, you agree to the following:

- You are solely responsible for the security of your API keys.
- You are solely responsible for monitoring the usage of your API keys and paying any associated costs, including the cost of API calls.
- You grant us permission to send your data to external APIs on your behalf in order to provide the Service. All data submitted to an external API is subject to the terms and privacy policies of that API.

Generative AI

The Service offers optional generative AI features, including AI-powered insights, analytics, and anomaly detection. By enabling these features, you agree to the following:

- The AI features are powered by the OpenAI API, and the accuracy and reliability of the results depend on the data provided and OpenAI's processing capabilities.
- ScaleOut Software makes no representations or warranties regarding the accuracy, completeness, or reliability of the results.
- ScaleOut Software shall not be held liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the AI feature.

You agree not to:

- Use the AI features for harmful, malicious, or unlawful purposes.
- Attempt to reverse-engineer, hack, exploit, or manipulate the AI features or discover the prompts or source code.
- Use the AI features for any purpose other than their intended use within the UI.

Prohibited Uses

While using the Service, you agree not to:

- Attempt to reverse-engineer, hack, exploit, decompile, or otherwise discover the source code.
- Use the Service for any harmful, malicious, or unlawful purpose.

- Create a clone or duplicate version of the Service, or otherwise infringe on ScaleOut Software's intellectual property.
- Publish the Service for others to copy.
- Rent, lease, or lend the Service.
- Transfer the Service or this Agreement to any third party without our written consent.

4. Intellectual Property

- The ScaleOut Software logo, branding, and UI, including the design, layout, and source code, are the exclusive property of ScaleOut Software, Inc.
- You retain the rights to any models and data files you upload to the UI.
- Any data processed by a third-party service is subject to the intellectual property terms of that service. ScaleOut Software does not monitor, review, or assume any liability for third-party services' use of intellectual property.

5. Disclaimers and Limitation of Liability

AS-IS Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected, or that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses other harmful components.

Limitation of Liability

IN NO EVENT SHALL COMPANY AND/OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF PROFITS AND ANY OTHER ACT OR OMISSION OF COMPANY BY ANY OTHER CAUSE. WITHOUT DEROGATING FROM THE FOREGOING, AND TO THE EXTENT ARISING, THE COMPANY'S LIABILITY IN CONNECTION WITH THESE TERMS, SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CUSTOMER TO THE COMPANY HEREUNDER DURING THE TWELVE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF EITHER OF THE PARTIES AND/OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

Indemnification

You agree to indemnify, defend, and hold harmless ScaleOut Software and its employees, directors, officers, subcontractors, and agents ("Company Indemnitees") from any third-party claims, damages, losses, or expenses (including reasonable attorney's fees) arising out of:

1. Your use of the Service in a manner not permitted by these Terms.
2. A claim that the data you provide violates any third-party rights.
3. Your breach of your representations, warranties, or obligations under these Terms.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions. Upon termination, your right to use the Service will cease immediately and you must immediately cease using the Services (and any part thereof).

Any provision of these Terms which by its nature is to be performed or enforced following any termination of these Terms will survive termination.

6. Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of Washington, excluding its conflicts of law principles. Any claims arising from these Terms will be brought exclusively in the federal or state courts located in Washington, USA.

7. Dispute Resolution

If you have any concern or dispute regarding the Service, you agree to attempt to resolve the dispute informally by contacting ScaleOut Software.

For European Union (EU) Users

If you are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

United States Legal Compliance

You represent and warrant that:

1. You are not located in a country that is subject to a United States government embargo or designated as a "terrorist supporting" country.
2. You are not listed on any United States government list of prohibited or restricted parties.

8. Force Majeure

Neither party shall be held liable for failure to perform under these Terms if such failure is caused by events beyond its reasonable control, including but not limited to natural disasters, government actions, strikes, and technological failures.

9. Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, that provision will be modified to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or enforce an obligation under these Terms does not affect the ability of either party to exercise such right or enforce such obligation in the future. A waiver of a breach does not constitute a waiver of any subsequent breach.

10. Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change is at our sole discretion.

By continuing to use the Service after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Service.

11. Miscellaneous Provisions

Entire Agreement

These Terms represent the complete and exclusive understanding between you and ScaleOut Software regarding the Service, superseding all prior agreements or understandings.

Assignment

You may not assign or transfer your rights under this agreement without our prior written consent.

Headings

The section headings are for convenience only and do not affect the interpretation of the provisions.

12. Contact Us

If you have any questions regarding these Terms of Service or the Privacy Policy, you may contact us at info@scaleoutsoftware.com.