Milgram Model Services Agreement

THIS AGREEMENT EXPLAINS YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF OUR SERVICES. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS ONLY. CASES CANNOT BE CONSOLIDATED AND CLASS-ACTIONS ARE NOT PERMITTED TO RESOLVE DISPUTES. REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION TO CONFIRM YOUR ACCEPTANCE OF THESE TERMS. YOU MAY NOT ORDER OR OBTAIN SERVICES FROM US UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THE MILGRAM SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

This agreement (the “Agreement”) is entered into when you agree to the OpenRouter Terms of Service (the “Effective Date”). This agreement is incorporated by reference and is a part of the OpenRouter Terms of Service, and supersedes and conflicting provisions in the OpenRouter Terms of Service. This Agreement is between Milgram, Inc., a Delaware corporation (“Licensor”) and you (“Licensee”).

1. License Grant. Milgram Model API provides access to artificial intelligence models and related endpoints (the “Platform”) The Platform and its associated keys, credentials, and documentation are, collectively, the “Model Services.” Subject to this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use Licensor’s Model Services solely to integrate the Platform into Licensee’s own applications for Licensee’s internal business purposes. Licensor reserves all rights not expressly granted.
2. Restrictions and Acceptable Uses.
    2.1. Licensee shall not: (a) copy, modify, reverse engineer, or attempt to derive the source code of the Model Services; (b) resell, sublicense, or provide the Model Services to third parties except as an integrated component of Licensee’s applications; (c) use the Model Services to build a competing product or service; (d) exceed rate limits or circumvent usage controls; (e) share credentials or permit unauthorized access; or (f) use the Model Services in violation of applicable law.
    2.2. Licensee must be at least 18 years old, have capacity to enter into this Agreement, and be permitted by applicable law to use the Model Services. You must provide accurate information when requested, protect your credentials, and notify the relevant Platform and Milgram promptly if you discover unauthorized access affecting the Model Services.
    2.3. Licensee is responsible for the applications, integrations, and workflows it operates; the instructions and content sent through them; and the use of outputs. If others access the Model Services through your application ("End Users"), you must give them appropriate notice of the applicable model terms and data practices and require

their use to comply with the restrictions in this Agreement. Licensee is liable for the acts and omissions of its End Users.

2.4. Before transmitting another person's content or personal information, you must have the rights, permissions, notices, and lawful basis required for the processing described here. Where separate consent is required, you must obtain it before transmission.

2.5. You must use available controls to select appropriate models, privacy settings, access restrictions, and spending limits. You must not misrepresent a training-enabled endpoint as a no-training, confidential-computing, or zero-retention service.

2.6. You must not use the Model Services to violate law or another person's rights; facilitate exploitation or sexual abuse of children, human trafficking, terrorism, violence, or unlawful weapons activity; commit fraud, impersonation, or unlawful surveillance; or develop or deploy malicious code or compromise another person's systems.

2.7. You must not bypass access controls, safety restrictions, metering, or usage limits; misuse credentials; disrupt the service; attempt to extract private information belonging to others; or attempt to obtain underlying source code, nonpublic model weights, or training datasets through unauthorized access or reverse engineering. This restriction does not limit rights that cannot lawfully be restricted or rights expressly granted by an applicable open-source license.

2.8. Without Milgram's written permission, you must not systematically extract the Model Services or collect substantial volumes of output to replicate a Milgram Model or train a model offered as its substitute. This restriction does not prohibit ordinary use of output in your applications, evaluation of suitability for your own use, or conduct expressly allowed by an applicable model license.

2.9. Do not use output as the sole basis for decisions that have legal or similarly significant effects on people, including decisions about employment, credit, housing, insurance, health care, or access to essential services. You must implement appropriate human review and any safeguards required by law. Do not deploy the Model Services in a safety-critical setting where a failure could cause death or serious injury without a separate agreement expressly permitting that use.

2.10. Legitimate security research must comply with the Platform's rules and the scope of any written authorization. These Terms do not authorize attacks against a Platform, third-party service, or another user. We may use proportionate measures to investigate misuse, enforce these restrictions, and comply with reporting obligations.

2.11. Do not misrepresent AI-generated material as independently verified or human-generated where that would be deceptive or unlawful. Milgram does not endorse statements made by a model merely because the Model Services generated them.

3. Fees and Payment. Payment for Licensee's use of the Model Services is set forth in the OpenRouter Terms of Service. Fees are non-refundable. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, whichever is less. Licensor may suspend access for non-payment or any other reason it deems appropriate in its sole discretion.

4. Licensee Data.

    4.1. "Licensee Data" means data submitted to or generated through the Model Services by or on behalf of Licensee. As between the parties, Licensee retains ownership of Licensee Data. Licensee grants Licensor a worldwide, non-exclusive, royalty-free, perpetual license to access, use, reproduce, and analyze Licensee Data to provide, maintain, secure, and improve the Model Services and Licensor's other products and services, including by training and refining models and algorithms. Licensor may use aggregated or de-identified data for any lawful purpose, including without limitation to write and publish research-based blog posts, press releases, and reports about events that involve or are related to the Milgram Service. Licensee represents that it has all rights and consents necessary to grant this license and to submit Licensee Data to the Model Services.

    4.2. Unless Milgram has expressly authorized a specific use in a signed agreement with appropriate safeguards, do not submit: passwords, private keys, access tokens, or comparable secrets; payment-card, bank-account, government-identification, or similarly sensitive identifiers; protected health information or other regulated health records; biometric identifiers used to identify an individual; precise location, genetic data, or special-category personal information; personal information about children; classified or export-controlled material; or information subject to professional privilege or a confidentiality obligation incompatible with these Terms.

    4.3. Limit any other personal information to what is necessary and authorized for the request, and remove unnecessary identifiers before submission. Do not use training-enabled endpoints for information that must remain subject to a no-training or more restrictive retention commitment. A warning against submitting restricted information does not remove Milgram's duties if such information is nevertheless received.

    4.4. If you discover that restricted information has been submitted, promptly contact us using the Privacy Policy's contact methods, identify the affected request without repeating the restricted information, and take appropriate steps to contain the exposure. We may reject, restrict, or delete affected Content as appropriate and as required by law.

5. Ownership. Licensor owns all right, title, and interest in the Model Services, including all improvements, modifications, and derivative works, and any feedback or suggestions provided by Licensee, which Licensee hereby assigns to Licensor. Licensor may modify the Model Services from time to time in its sole discretion.

6. Term and Termination. This Agreement commences on the Effective Date and continues until terminated. Either party may terminate this Agreement by providing notice to the other party. Upon termination, all licenses terminate and Licensee shall cease using the Model Services. Sections 3-12, and this Section survive termination.

7. Disclaimer of Warranties. THE MODEL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE Model Services WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

8. Limitation of Liability.

    8.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, SHALL NOT EXCEED THREE (3) TIMES THE FEES PAID OR PAYABLE BY LICENSEE FOR THE CALENDAR MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

    8.2. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, EVEN IF ADVISED OF THEIR POSSIBILITY.

    8.3. The limitations in this Section do not limit liability that cannot be limited under applicable law.

9. Indemnification by Licensee. Licensee shall defend, indemnify, and hold harmless Licensor and its affiliates, officers, directors, and employees from any third-party claim, and resulting losses, damages, and expenses (including reasonable attorneys’ fees), arising from or related to Licensee’s applications, Licensee’s use of the Model Services, Licensee Data, Licensee’s alleged or actual breach of this Agreement, or Licensee’s violation of law.

10. Governing Law and Venue. This Agreement is governed by the laws of the State of California, without regard to conflict-of-laws principles. Subject to Section 11, the state and federal courts located in Contra Costa County, California have exclusive jurisdiction and venue, and each party consents to personal jurisdiction there. Notwithstanding Section 11, Licensor may seek injunctive or other equitable relief in such courts, without posting bond, to protect its intellectual property or confidential information.

11. Mandatory Arbitration; Class Action Waiver.

    11.1. Arbitration. Except as provided in Section 10, any dispute, claim, or controversy arising out of or relating to this Agreement or the Model Services, including its formation, scope, or enforceability, shall be resolved exclusively by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules before a

single arbitrator. The seat of arbitration shall be Contra Costa County, California. Judgment on the award may be entered in any court of competent jurisdiction. This Section is governed by the Federal Arbitration Act. The prevailing party is entitled to recover reasonable attorneys' fees and costs.

11.2. Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims of multiple parties or preside over any class or representative proceeding. If this subsection is held unenforceable as to a claim, that claim shall proceed in court in accordance with Section 10, and not in arbitration.

11.3. Confidentiality. The existence and results of any arbitration are confidential, except as necessary to enforce an award.

12. General. This Agreement is the entire agreement between the parties on its subject and supersedes all prior understandings. This Agreement may be modified in a writing signed by both Parties that expressly references this Agreement and the provision to be changed. Licensor may modify this Agreement on thirty (30) days' notice; continued use constitutes acceptance. Licensee may not assign this Agreement without Licensor's prior written consent; Licensor may assign it freely. If any provision is held unenforceable, the remainder shall remain in effect. No waiver is effective unless in writing. Notices shall be in writing and sent to the addresses above or such other address as a party designates.

Effective Date: October 29, 2026