

# ORINN API

## Terms & Conditions

Labops Meditechnology Pvt. Ltd.

Effective Date: [15 May 2026]

*Orinn is a foundational AI platform designed for clinical, biomedical, healthcare, and life-science workflows. Orinn generates probabilistic AI outputs intended to support research, documentation, operational efficiency, and human-supervised workflows. Orinn is not a licensed healthcare provider, autonomous clinical decision-making system, or regulated medical device unless expressly stated otherwise in writing by Labops Meditechnology Pvt. Ltd.*

## PART A — API PLATFORM TERMS & CONDITIONS

### 1. Preamble

These Terms and Conditions ("Terms") constitute a legally binding agreement between Labops Meditechnology Pvt. Ltd., a company incorporated under the Companies Act, 2013, registered office at [RABINDRAPALLY, WARD NO-8, Burdwan, Burdwan - I, Bardhaman- 713101, West Bengal ] ("Labops", "we", "our"), and the developer, organisation, or individual ("Developer", "You") accessing the Orinn API Platform.

By registering for or using the API Platform, You unconditionally accept these Terms. Acceptance is effective upon registration and governs the ongoing relationship between the parties. These Terms may be modified only in accordance with Section 16.

### 2. Definitions

**API / API Services** — The Orinn AI application programming interfaces, inference endpoints, developer SDKs, documentation, tools, and related services provided by Labops via [api.orinn.ai](https://api.orinn.ai) or any successor URL.

**Orinn** — The foundational AI platform developed and operated by Labops, designed to process healthcare-related, biomedical, clinical, and life-science inputs (including text, documents, and images) and return probabilistic informational outputs. Orinn is designed to support research, documentation, operational efficiency, and human-supervised workflows and does not imply clinical certification, regulatory approval, diagnostic capability, or any standard of medical care.

**Developer Application** — Any software product, service, or platform built by You that integrates or consumes the API Services.

**End User** — Any individual who accesses or derives benefit from your Developer Application.

**Health Data** — Any data relating to the physical or mental health of an individual processed through the API, including text records, clinical notes, medical images (including X-ray, MRI, CT, pathology,

and ophthalmology images), DICOM files, PDF health documents, and any metadata embedded within such files that identifies or relates to an individual's health.

**Orinn Output** — Any response, analysis, or informational output generated by the Orinn system via the API. Orinn Outputs are probabilistic in nature and may be incomplete, inaccurate, or inconsistent with input data.

**Confidential Information** — Non-public technical, business, clinical, or operational information disclosed by either party.

**Force Majeure Event** — Any event beyond a party's reasonable control including acts of God, natural disasters, pandemics, third-party cyberattacks, government actions, internet infrastructure failures, or cloud provider outages.

**Material Change** — Any modification to these Terms affecting fees, the liability cap, warranty scope, data processing obligations, or termination rights.

### 3. Description of Services

3.1 The Orinn API Platform provides programmatic access to Orinn's foundational AI inference capabilities, which may include: AI inference endpoints supporting text, image, and document processing; healthcare and biomedical reasoning models; developer SDKs and documentation; and usage analytics and developer tools.

3.2 Labops reserves the right to modify, suspend, update, or discontinue any part of the API Services at its sole discretion. Where commercially reasonable, Labops will provide advance notice of material changes per Section 16.

3.3 Certain features or API modules may be designated as beta, experimental, or preview. Beta modules carry no performance warranty. Developers are responsible for implementing appropriate safeguards before deploying any beta module in a live or user-facing context.

### 4. Developer Accounts & API Credentials

4.1 Access to the API requires registration at [platform.orinn.ai](https://platform.orinn.ai). You must provide accurate, current, and complete information and keep it updated.

4.2 You are solely responsible for: (a) maintaining strict confidentiality of API credentials; (b) preventing unauthorised access; (c) all activities conducted under your account.

4.3 API credentials must not be embedded in client-side code, published in public repositories, or shared with unauthorised parties.

4.4 You must notify Labops immediately at [contact@labops.in](mailto:contact@labops.in) upon discovering or suspecting any unauthorised use or compromise of your credentials.

4.5 Labops may suspend or revoke API credentials at any time for security purposes or material violations of these Terms.

### 5. Licence to Use the API

5.1 Subject to compliance with these Terms, Labops grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the API Services solely to build and operate Developer Applications.

5.2 This licence does not transfer any ownership rights in Orinn models, algorithms, infrastructure, training data, or intellectual property.

5.3 All rights not expressly granted are reserved by Labops Meditechnology Pvt. Ltd.

### 6. Permitted Uses

You may use the API Services to build Developer Applications that:

- Provide AI-assisted health insights, information retrieval, documentation assistance, symptom tracking, wellness support, or medication reminders.
- Integrate with telemedicine or digital health platforms under applicable regulatory frameworks.
- Support clinical documentation, research summarisation, literature review, or biomedical data extraction.
- Conduct academic or clinical research under a separately executed Data Research Agreement.
- Process medical images or health documents for informational or research purposes, subject to applicable regulatory requirements and Developer's own compliance obligations.

All uses remain subject to the prohibited activities in Section 7 and the human oversight principles in Section 22.

## **7. Restricted & Prohibited Activities**

### **7.1 Core Prohibitions**

You may not use the API Services to:

- Violate any applicable law, regulation, or regulatory guideline.
- Engage in fraudulent, deceptive, defamatory, or harmful activities.
- Process Health Data without lawful basis and explicit consent under applicable data protection law, including DPDPA 2023.
- Reverse engineer, decompile, or attempt to derive model weights, training data, or internal architecture.
- Circumvent authentication, rate limits, safety filters, or access controls.
- Resell or sublicense API access without prior written authorisation from Labops.

### **7.2 Model Integrity Protections**

The following are strictly prohibited:

- Using Orinn Outputs, directly or indirectly, to train, fine-tune, evaluate, benchmark, or improve any machine learning or artificial intelligence system, including through synthetic data pipelines or dataset compilation ("model distillation").
- Systematically harvesting or bulk-exporting Orinn Outputs to create training datasets or to replicate Orinn's functionality.
- Automated or distributed querying to map model behaviour or reverse-engineer architecture.
- Attempting to extract internal system prompts, safety instructions, or model configuration.
- Using Orinn Outputs to build, train, or improve any AI system intended to compete with, replicate, or substitute for Orinn's capabilities, whether or not commercially deployed.

### **7.3 Enforcement**

Except where immediate action is required to prevent ongoing harm to system integrity or security, Labops will apply a graduated enforcement process: written notice identifying the alleged violation with a seven (7) day cure period; temporary suspension if uncured; permanent termination if the violation continues or is incapable of cure. The cure period does not apply to violations of Section 7.2 or Section 23, where immediate action may be taken without notice.

7.4 All API credits and prepaid fees are non-refundable. Upon termination for any reason, including termination for cause, voluntary termination, or termination for Section 7.2 violations, no refund of unused credits or prepaid amounts will be issued, except where required by applicable law.

## **8. Data Protection & Privacy**

8.1 All Developers must comply with applicable data protection laws in their jurisdiction, including without limitation: DPDPA 2023 and IT (SPDI) Rules, 2011 for Indian operations; GDPR for EU/EEA Developers; UK GDPR and Data Protection Act 2018 for UK Developers; and HIPAA/HITECH for US

Developers handling protected health information. All statutory references include successor legislation.

8.2 Developer acts as the Data Fiduciary or Controller, as applicable, for all End User and Health Data submitted through the Developer Application. Labops acts as a transient AI infrastructure and processing provider for API inference requests and processes submitted data solely for the purpose of generating requested outputs.

8.3 You are solely responsible for: (a) obtaining all necessary consents from End Users; (b) implementing appropriate security measures; (c) notifying Labops at [contact@labops.in](mailto:contact@labops.in) and affected individuals of data breaches in accordance with applicable law; (d) complying with data subject rights under applicable data protection law.

8.4 Labops implements commercially reasonable administrative, technical, and organisational safeguards appropriate to the nature of the API Services, including encryption in transit and security controls appropriate for cloud-based AI infrastructure.

8.5 Enterprise Developers must execute a Data Processing Agreement (DPA) before processing any Health Data through the API.

8.6 Infrastructure: The Orinn API Platform may utilise infrastructure provided by third-party cloud providers including Microsoft Azure and Amazon Web Services. These providers are engaged as sub-processors bound by data protection obligations consistent with Labops' security obligations under these Terms. Data is processed by default within data centres located in India and Globe. Developers subject to data residency requirements in their jurisdiction must notify Labops and execute a DPA with appropriate transfer mechanisms before any cross-border processing.

8.7 HIPAA: Where applicable, Labops is willing to execute a Business Associate Agreement (BAA) with Developers handling protected health information under HIPAA. Developers are solely responsible for their own HIPAA compliance obligations.

## **9. Data Processing & Retention**

9.1 Transient Inference Processing: Labops processes Health Data, personal data, and clinical content submitted through API calls solely to generate and return the requested inference output. Prompts and Orinn Outputs are not intentionally retained after inference completion. Labops does not maintain persistent copies of patient records, medical images, clinical documents, or other Health Data submitted through API requests beyond the technical duration required to serve the API response. Labops does not intentionally store prompts, outputs, medical images, or clinical documents after inference completion except where temporarily required for abuse prevention, debugging, legal compliance, or system reliability.

9.2 Operational Metadata: Labops retains operational metadata — including token usage, API call volume, response latency, error rates, endpoint usage frequency, account identifiers, and billing metadata — for internal service monitoring, capacity planning, abuse detection, security, and billing purposes. This metadata does not include Health Data content or personal data identifiable to individual End Users.

9.3 No Training on Customer Data: Labops will not use the specific content of Health Data, personal data, or Developer Application data submitted through the API to train, fine-tune, evaluate, or improve Orinn AI models, or to develop any other AI system, without explicit prior written consent from Developer.

9.4 By completing the registration process at [platform.orinn.ai](https://platform.orinn.ai), Developer provides informed consent to the operational metadata processing described in Section 9.2. Developer may request restriction of metadata processing by written notice to [contact@labops.in](mailto:contact@labops.in) where technically feasible without impairing abuse detection, security monitoring, or billing functions.

## 10. Usage Limits & Fees

### 10.1 Access Types

**Credit Programme:** Eligible Developers receive a one-time allocation of Orinn API credits assessed at Labops' sole discretion. Access continues until the credit balance is exhausted.

**Pay-As-You-Go:** Available to all Developers once initial credits are exhausted or by direct subscription. Billed per token consumed at rates published at [platform.orinn.ai/pricing](https://platform.orinn.ai/pricing).

**Enterprise:** Custom token allocation, pricing, and rate limits per signed Order Form.

10.2 Rate Limits: Rate limits are specified at [platform.orinn.ai/pricing](https://platform.orinn.ai/pricing). Exceeding limits triggers HTTP 429. Systematic circumvention constitutes a material breach. Labops may modify rate limits with 30 days' written notice, except in security emergencies.

10.3 Fees are billed in INR inclusive of applicable GST for Indian Developers. International Developers may be billed in USD or the currency specified in their Order Form. All amounts are exclusive of applicable taxes in Developer's jurisdiction, for which Developer is solely responsible.

10.4 Fees are non-refundable except as required by law or as separately agreed in writing for Enterprise customers.

10.5 Labops may modify pricing only as a Material Change under Section 16(c), requiring affirmative Developer acceptance before taking effect.

10.6 API access is automatically suspended when a credit balance reaches zero.

## 11. Intellectual Property

11.1 All rights in Orinn AI models, algorithms, API infrastructure, training data, documentation, and derivative works remain the exclusive property of Labops Meditechnology Pvt. Ltd.

11.2 You retain ownership of your Developer Application, provided it does not incorporate Orinn's proprietary model weights, training data, or core AI architecture.

11.3 Orinn Outputs are generated dynamically by Labops' infrastructure and may not constitute copyrightable works under applicable law as currently interpreted. Developer receives a limited, non-exclusive, non-transferable licence to use, display, and transmit Orinn Outputs solely within their approved Developer Application for the End User who triggered the output. Developer may store, log, and internally process Orinn Outputs to the extent reasonably necessary for regulatory compliance, audit requirements, security monitoring, and application functionality, provided such use does not violate Section 7.2. This licence terminates upon termination of these Terms.

11.4 Unless Labops has granted a white-label waiver in writing, Developer Applications surfacing Orinn Outputs must display "Powered by Orinn AI" in a reasonably visible location. Nothing in these Terms transfers any trademark, brand, or goodwill rights in "Orinn" or "Labops" to You.

## 12. Confidentiality

12.1 Both parties shall maintain strict confidentiality of the other's Confidential Information, using no less than reasonable care.

12.2 Exceptions apply to: (a) publicly available information; (b) independently developed information; (c) information required by law, court order, or regulatory authority, with prompt prior written notice where legally permissible.

12.3 This obligation survives termination for five (5) years.

## 13. Disclaimer of Warranties

**THE API SERVICES AND ALL ORINN OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE**

**LAW, LABOPS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION.**

13.1 Orinn is a probabilistic AI system. Identical or similar inputs may produce different outputs over time as a result of model updates or infrastructure changes. Output variability is an inherent characteristic of AI systems, not a defect.

13.2 Orinn may incorporate third-party foundation model components. Labops does not warrant the accuracy, safety, or fitness for purpose of such components. Where an output error is attributable to a defect in an upstream model component not caused by Labops' own implementation, Labops bears no liability for resulting harm.

## 14. AI Output Disclaimer

*Orinn Outputs are informational probabilistic outputs generated by artificial intelligence. They may contain inaccurate, incomplete, or fabricated information without any indication of error — a known and disclosed characteristic of AI language model systems. Orinn Outputs must not be relied upon as the sole basis for diagnosis, prescribing decisions, treatment recommendations, or emergency intervention without qualified professional review. Labops is not a licensed healthcare provider and Orinn is not a regulated medical device.*

This disclaimer is consolidated in this section and governs all use of Orinn Outputs throughout these Terms and in all Developer Applications.

## 15. Limitation of Liability

15.1 To the maximum extent permitted by applicable law, Labops Meditechnology Pvt. Ltd. and its affiliates, directors, employees, licensors, and service providers shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenues, goodwill, business opportunities, data, or business interruption, arising out of or relating to the use of the API Services or Orinn Outputs, even if advised of the possibility of such damages.

15.2 Labops' aggregate liability arising out of or relating to the API Services, Orinn Outputs, or these Terms shall not exceed the greater of:

- the total amount paid by Developer to Labops for the API Services during the six (6) months immediately preceding the event giving rise to the claim; or
- USD \$100.

15.3 Nothing in these Terms excludes or limits liability that cannot be excluded under applicable law, including liability for death or personal injury caused by Labops' gross negligence or wilful misconduct, fraud or fraudulent misrepresentation, or any other liability that is non-excludable by law.

15.4 Where any harm, loss, or liability arises directly or indirectly from Developer's failure to implement appropriate safeguards — including human review for healthcare workflows, end-user disclaimers, or applicable regulatory compliance — Labops bears no liability for such harm, regardless of the legal theory advanced.

15.5 Any claim by Developer against Labops must be brought within twelve (12) months of the date on which Developer knew or reasonably ought to have known of the facts giving rise to the claim.

## 16. Modifications to Terms

Labops categorises modifications into three tiers:

**(a) Administrative Changes** (formatting, contact details, URL updates, clarifications that do not affect rights or obligations): effective immediately upon publication. No notice required.

**(b) Standard Changes** (new features, new permitted uses, non-material policy additions): effective fourteen (14) days after written notice to Developer's registered email. Continued use constitutes acceptance.

**(c) Material Changes** (modifications to fees, liability cap, warranty scope, data processing obligations, or termination rights): effective thirty (30) days after written notice. Material Changes require affirmative acceptance via the developer dashboard before taking effect. Continued use without affirmative acceptance does not constitute consent to a Material Change. If Developer does not accept a Material Change within thirty (30) days, either party may terminate without penalty.

## 17. Indemnification

17.1 You agree to indemnify, defend, and hold harmless Labops and its directors, officers, employees, and agents from all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- Your use of the API Services or Orinn Outputs in violation of these Terms.
- Your Developer Application and its effect on End Users.
- Your breach of any representation, warranty, or obligation under these Terms.
- Any violation of applicable law by You or your End Users.
- Your failure to implement appropriate end-user disclaimers as required by Section 21.

17.2 For Credit Programme and Pay-As-You-Go Developers, indemnity obligations arise only in circumstances involving: (a) wilful misconduct or fraud; (b) a violation of Section 7.2 (Model Integrity Protections); or (c) a violation of Section 23 (Contraindicated Use Cases). In those three circumstances, indemnity is unlimited.

17.3 Enterprise IP Indemnity: Labops shall indemnify Enterprise Partners against third-party claims alleging that the API Services, as provided by Labops and used in accordance with these Terms, infringe any valid intellectual property right, subject to prompt notification, Labops' sole control of the defence, and reasonable cooperation by Developer.

## 18. Suspension & Termination

18.1 Either party may terminate these Terms with thirty (30) days' written notice.

18.2 Labops may immediately suspend or terminate API access without notice if: (a) Developer materially breaches these Terms; (b) Developer engages in Section 7.2 prohibited activities; (c) use poses risk to data security or system integrity; or (d) required by law or regulatory order.

18.3 To the extent any transient technical logs, encrypted infrastructure backups, or operational metadata contain customer-associated information, Labops shall delete or anonymise such information in accordance with its standard retention schedules and applicable law upon termination and written request where technically feasible.

18.4 The following provisions survive termination indefinitely unless a specific duration is stated: Sections 8, 9, 11, 12, 13, 14, 15, 17, 19, 21, 22, 23, 24, 26, 27, 28, and all accrued payment obligations.

## 19. Governing Law & Dispute Resolution

19.1 These Terms are governed exclusively by the laws of India.

19.2 Mandatory Pre-Litigation Arbitration: Before initiating court proceedings, the parties shall first attempt to resolve disputes through good-faith negotiations for fifteen (15) days. If unresolved, the dispute shall be finally resolved by binding arbitration conducted in English under the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed in accordance with the rules of the Indian Council of Arbitration (ICA). The seat and venue of arbitration shall be Kolkata, West Bengal, India.

19.3 Injunctive Relief: Either party may apply to a court of competent jurisdiction for urgent interim or injunctive relief where immediate action is required to prevent irreparable harm. Such application does not waive the obligation to resolve the underlying dispute by arbitration.

19.4 Post-arbitration court jurisdiction: Courts of Kolkata, West Bengal, India have exclusive jurisdiction.

19.5 Class Action Waiver: To the fullest extent permitted by applicable law, Developer agrees that disputes with Labops shall be brought solely in Developer's individual capacity and not as part of any class, collective, or multi-party proceeding.

## 20. Notices & General Provisions

20.1 All notices required under these Terms must be in writing. Notices to Labops: [contact@labops.in](mailto:contact@labops.in) with a copy to the registered address at RABINDRAPALLY, WARD NO-8, Burdwan, Burdwan - I, Bardhaman- 713101, West Benga. Notices to Developer: email address registered in the developer dashboard.

20.2 These Terms (together with any applicable Order Form, DPA, White-Label Addendum, or other written agreement executed between the parties) constitute the entire agreement between Labops and Developer regarding the API Services, superseding all prior agreements and representations.

20.3 Neither party may assign these Terms without the other's prior written consent, not to be unreasonably withheld. Labops may assign to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of its assets, with 30 days' written notice to Developer.

20.4 If any provision of these Terms is found invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

20.5 Force Majeure: Neither party is liable for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event affecting Labops continues for more than thirty (30) consecutive days, either party may terminate without penalty.

## PART B — ACCEPTABLE USE POLICY

---

### 21. Mandatory End-User Disclosure

For any patient-facing, health-consumer, or clinical-facing Developer Application, Developer must ensure that each End User receives the following disclosure at first use, either verbatim or in substantively equivalent language:

*This application uses AI technology provided by Orinn to generate informational outputs related to healthcare and life-science workflows. AI-generated outputs may contain inaccurate or incomplete information and should not be relied upon as the sole basis for medical or clinical decisions. Always seek qualified professional review where appropriate.*

Failure to implement this disclosure constitutes a material breach.

### 22. Human Oversight for Healthcare Workflows

22.1 Developers deploying Orinn in healthcare-related workflows are responsible for implementing appropriate human review, oversight, and safeguards consistent with applicable law and the intended use case.

22.2 Orinn Outputs must not be relied upon as the sole basis for diagnosis, prescribing decisions, or emergency intervention without qualified professional review.

22.3 Developers are responsible for determining the appropriate level of human oversight required for their specific use case, jurisdiction, and applicable regulatory framework. Labops does not mandate

specific technical architectures for human oversight but recommends that qualified licensed healthcare professionals review Orinn Outputs before any clinical action is taken.

### **23. Contraindicated Use Cases**

The following are explicitly prohibited regardless of any other permission in these Terms:

- Autonomous prescription generation without review and co-signature by a licensed medical professional.
- Fully automated emergency medical triage without real-time qualified human supervision.
- Unsupervised mental health crisis intervention or automated suicide or self-harm risk assessment without concurrent monitoring by a qualified professional.
- Fully automated clinical decision-making for life-critical conditions including sepsis, acute myocardial infarction, stroke, pulmonary embolism, or anaphylaxis, without any qualified human review checkpoint.
- Any deployment targeting vulnerable populations (minors, elderly, cognitively impaired) without robust consent mechanisms, appropriate safeguards, and Labops' prior written approval.

### **24. Prohibited Technical Behaviours**

- Unauthorised access attempts against Labops' backend systems, databases, or network infrastructure.
- Injecting malicious code, malware, exploits, or harmful payloads through API requests.
- Denial-of-service, stress testing, or load generation attacks against the API Platform.
- Bypassing, disabling, or circumventing safety filters or content moderation by any means.
- Security testing Labops' systems without prior written authorisation via [api.orinn.ai/security](https://api.orinn.ai/security).
- Using multiple accounts or proxy services to circumvent usage limits.

### **25. Content & Data Standards**

- All data submitted must be lawfully obtained and submitted with appropriate consent.
- No intentionally falsified health data, synthetic clinical records used to deceive, or data designed to elicit unsafe Orinn Outputs.
- All data must comply with applicable data localisation requirements.
- Medical images or health documents must not contain patient-identifiable embedded metadata unless Developer has a documented lawful basis under applicable data protection law for processing such metadata.

### **26. Monitoring & Enforcement**

26.1 Labops may monitor API usage patterns and operational metadata for compliance, abuse detection, and security, without accessing Health Data content except as required by security incidents or legal obligations.

26.2 Violations trigger graduated enforcement per Section 7.3, with immediate action available for severe or ongoing breaches.

26.3 Labops maintains API access logs for twenty four (24) months for security, compliance, and legal purposes.

## **PART C — REGULATORY & CLINICAL NOTICE**

---

### **27. Regulatory Status of Orinn**

27.1 The Orinn API Platform is provided as foundational AI software infrastructure and probabilistic inference technology. It is not a regulated medical device, clinical decision support system, or

Software as Medical Device (SaMD) unless a specific module carries a separate written certification notice from Labops.

27.2 Labops makes no representation that Orinn is approved, cleared, or certified by CDSCO, the US FDA, the European Medicines Agency, or any other medical regulatory body.

27.3 Developers are solely responsible for: (a) evaluating whether their Developer Application constitutes a regulated medical device or SaMD requiring regulatory approval in any jurisdiction; (b) obtaining all required approvals, registrations, or clearances before deployment; (c) post-market surveillance and adverse event reporting obligations; and (d) compliance with applicable SaMD classification frameworks including CDSCO (India), FDA (US), applicable EU/EEA authorities, MHRA (UK), and TGA (Australia).

27.4 Developer Applications that use Orinn's image processing capabilities carry a materially higher risk of regulatory classification as a medical device. Developers must obtain appropriate legal advice on regulatory classification before deploying any image-based clinical feature.

## **28. No Third-Party Beneficiaries**

28.1 These Terms are entered into solely between Labops and Developer. No End User, patient, healthcare provider, or other third party is a third-party beneficiary of these Terms or has any right to enforce any provision.

28.2 Labops provides foundational AI infrastructure services and does not independently provide healthcare services, medical advice, diagnosis, treatment, or clinical judgment regarding Developer deployments.

## **PART D — ENTERPRISE TERMS**

---

### **29. Enterprise Partner Provisions**

29.1 Enterprise Partners are Developers who have executed an Enterprise Agreement or Order Form with Labops.

29.2 Data Processing Agreement: Enterprise Partners must execute a DPA before processing any End User Health Data. The DPA governs: sub-processing arrangements; data localisation; breach notification timelines; cross-border transfer restrictions; and data retention and certified deletion.

29.3 Audit Rights: Enterprise Partners may conduct one annual compliance audit of Labops' data processing practices upon thirty (30) days' written notice. The auditor must execute a confidentiality agreement. Audit costs are borne by Enterprise Partner unless the audit reveals a material breach by Labops.

29.4 Custom Model & Fine-Tuning: Custom fine-tuning is available under a separate Fine-Tuning Services Agreement. Fine-tuned models remain Labops' intellectual property. Enterprise Partners receive a non-exclusive licence for approved use cases only and may not extract, reproduce, or export fine-tuned model weights.

29.5 White-Label Deployment: White-label deployment requires prior written approval, a White-Label Addendum, and applicable fees. All white-label deployments remain fully subject to Part B and Part C of these Terms regardless of any branding waiver.

29.6 Commitment Term & Renewal: Minimum term is twelve (12) months from Order Form Effective Date. Auto-renewal applies annually unless either party provides ninety (90) days' written notice of non-renewal before term end. Renewal pricing may increase by up to 10% annually, unless additional usage, upgraded plans, or materially expanded services apply, with written notice at least thirty (30) days before renewal.

29.7 Early Termination: Developer terminating without cause before the end of the committed term shall pay an early termination fee equal to fifty percent (50%) of the fees payable for the unexpired portion of the committed term, as liquidated damages representing a genuine pre-estimate of Labops' loss.

29.8 Enterprise Dispute Escalation: Enterprise disputes follow: (a) Account Manager level — 5 business days; (b) VP/C-level escalation — 7 business days; (c) binding arbitration under the Arbitration & Conciliation Act, 1996 before ICA, Kolkata. Both parties shall continue performing pending resolution.

## Contact & Grievance Redressal

---

**Developer Support:** [contact@labops.in](mailto:contact@labops.in)

**Data Protection Officer:** [contact@labops.in](mailto:contact@labops.in) | 7 working days response

**Grievance Officer:** Sheersshadeb Das, Grievance officer, Labops | 7 working days response

**Security / Responsible Disclosure:** [contact@labops.in](mailto:contact@labops.in)

**Legal / Enterprise:** [contact@labops.in](mailto:contact@labops.in)

Unresolved personal data complaints may be escalated to the Data Protection Board of India under DPDPA 2023.