

Newton Enterprise Evaluation Agreement

Newton Public Benefit Corporation Enterprise & Fortune-Level Evaluation License

This Enterprise Evaluation Agreement (“Agreement”) is entered into between **Newton Public Benefit Corporation** (“Newton PBC”) and the evaluating organization (“Client”). This Agreement governs Client’s limited, non-production use of the Newton governed AI substrate, Knowledge Packs, and associated enterprise tooling during the Evaluation Term.

1. Grant of License

1.1 Evaluation License. Newton PBC grants Client a limited, non-exclusive, non-transferable, revocable license to access and use the Newton Enterprise Evaluation Package solely for internal evaluation, testing, and validation purposes.

1.2 No Production Use. Client shall not deploy Newton, Newton PA, Knowledge Packs, or any Newton governance components in production environments, customer-facing systems, or mission-critical workflows during the Evaluation Term unless explicitly authorized in writing by Newton PBC.

1.3 No Modification. Client shall not modify, alter, bypass, disable, or attempt to circumvent Newton’s constitutional substrate, governance layer, safeguards, or audit mechanisms.

2. Evaluation Tiers & Fees

2.1 Enterprise Evaluation License

- Fee: **\$25,000**
- Term: **90 days**
- Seats: **10**
- Vertical KPs Included: **3**
- Deployment: Internal evaluation only

2.2 Fortune 500 Evaluation License

- Fee: **\$50,000**
- Term: **120 days**
- Seats: **25**
- Vertical KPs Included: **5**
- Deployment: Internal pilot permitted (non-customer-facing)

2.3 Fortune 100 Strategic Evaluation License

- Fee: **\$100,000**
- Term: **180 days**
- Seats: **50**
- Vertical KPs Included: **8**
- Deployment: Limited production pilot permitted (internal only)
- Additional Support: Dedicated Newton engineering team

2.4 **Payment Terms.** Fees are due in full within thirty (30) days of invoice issuance. Evaluation access will not begin until payment is received.

3. Restrictions & Obligations

3.1 **Governance Integrity.** Client shall not alter, override, or replace Newton's constitutional invariants, drift-prevention logic, multi-signature governance requirements, or safeguard enforcement mechanisms.

3.2 **Audit Retention.** Client must retain all Newton audit logs generated during the Evaluation Term for a minimum of three (3) years, and seven (7) years for regulated industries.

3.3 **Confidentiality.** Client shall treat all Newton documentation, specifications, Knowledge Packs, governance structures, and audit mechanisms as confidential and proprietary.

3.4 **Security Requirements.** Client shall implement reasonable administrative, technical, and physical safeguards to protect Newton components from unauthorized access, reverse engineering, or extraction.

3.5 **LLM Independence.** Client may use any LLM during evaluation, provided Newton remains the pre-inference governance layer.

4. Intellectual Property

4.1 **Ownership.** Newton PBC retains all rights, title, and interest in and to the Newton substrate, Newton PA, Knowledge Packs, governance structures, primitives, audit systems, and all related intellectual property.

4.2 **No Derivative Works.** Client shall not create derivative works, competing governance systems, or reverse-engineered equivalents based on Newton components.

4.3 **Feedback License.** Client grants Newton PBC a perpetual, royalty-free license to use any feedback, suggestions, or evaluation results for product improvement.

5. Support & Service Levels

5.1 Standard Evaluation Support. Newton PBC will provide reasonable technical support during the Evaluation Term, including onboarding assistance and access to documentation.

5.2 Premium Support (Fortune 100 Tier). Includes dedicated engineering resources, governance alignment sessions, compliance review support, and multi-region audit continuity testing.

6. Term & Termination

6.1 Term. The Agreement remains in effect for the duration of the Evaluation Term specified in Section 2.

6.2 Termination for Cause. Newton PBC may terminate this Agreement immediately if Client breaches any governance, security, or confidentiality obligations.

6.3 Effect of Termination. Upon termination, Client shall immediately cease all use of Newton components and delete all copies of Newton software, documentation, and Knowledge Packs, except audit logs required by law.

7. Liability & Warranty Disclaimer

7.1 No Warranty. Newton PBC provides the Evaluation Package “as-is” without warranties of any kind, express or implied.

7.2 Limitation of Liability. Newton PBC shall not be liable for indirect, incidental, consequential, or punitive damages arising from Client’s evaluation activities.

7.3 Regulated Use Disclaimer. Newton is not a substitute for professional legal, medical, financial, or engineering judgment. Client remains solely responsible for compliance with all applicable laws and regulations.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict-of-law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding evaluation access to Newton Enterprise and supersedes all prior agreements, proposals, or communications.

If you want, I can also produce:

- a **long-form 20-page enterprise contract**
- a **Master Service Agreement (MSA)**
- a **Data Processing Addendum (DPA)**

- a **Fortune-100 procurement-ready version**
- a **PDF-style formatted version**
- a **signature-ready final page**

Just tell me how deep you want to go.