Legal

End-User License Agreement

This licence covers **the Locke software**. See also the Locke Privacy Policy and our shared Terms of Service.

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PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, COPYING, OR USING THE SOFTWARE. By clicking "I agree," installing the Software, or otherwise using any part of the Software, you are consenting to be bound by this Agreement.

This Agreement sets forth the terms and conditions of your use of Sonomos Locke — the local daemon, the graphical desktop application, the command-line tools, and any related installers, updates, or documentation (collectively, the "Software"). "You" or "End-User" means you, the individual or entity installing or using the Software, and "Licensor" means Sonomos, Inc., a Delaware corporation with its principal place of business at 9924 Kika Court #2416, San Diego, CA 92129.

The Software is a desktop application distributed directly by Licensor for download at sonomos.ai and Licensor's designated release channels, for Windows and Linux, with macOS support planned. The Software is proprietary and closed-source; this Agreement grants You a license to use it, not the underlying code.

1. Definitions

Account — The user account You create to access and manage Your use of the Software and related Services.

Authorized Device — A desktop or laptop computer that You own or control, running Windows or Linux (macOS planned) and meeting the technical requirements in the Documentation.

Confidential Information — Any non-public information disclosed by either party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.

Documentation — The user guides, help files, technical specifications, and other documentation made available by Licensor at support.sonomos.ai or through the Software.

License Fees — The subscription fees or other amounts payable by You to Licensor for the right to use the Software.

Local Processing — The detection, analysis, masking, or other processing of data that occurs entirely on Your Authorized Device, without transmitting the data being processed to Licensor's servers or to any third party.

Order Form — Any ordering document, online subscription form, or enterprise agreement executed between You and Licensor that references this Agreement.

Services — The web-based account management, license validation, subscription management, and related services provided by Licensor in connection with the Software.

Software — The Sonomos Locke desktop application in object-code (binary) form, including the local daemon, the graphical application, the command-line interface, any Updates, and the Documentation. Also referred to in this Agreement, and in Licensor's marketing, as "Locke."

Subscription Term — The period during which You are authorized to use the Software, as specified in Your subscription plan or Order Form, including any renewal periods.

Update — Any update, upgrade, patch, hotfix, or new version of the Software that Licensor makes generally available to its licensees.

2. The Software

2.1 The Software is a desktop application designed to add an on-device privacy layer to the AI tools it covers, before sensitive information reaches them. Coverage is not uniform, and the Software does not claim to cover every AI tool on Your device. It has two capture surfaces: browser-based AI interfaces, screened by the companion browser extension, which holds a request inside the page; and command-line agents, scripts and SDK calls to AI APIs, screened by a proxy that runs on Your machine. A local model server is covered only where You have explicitly configured that client to use the Software's proxy. Native desktop applications that wrap a web interface are recognised and screened by the Software, subject to supported request types, platform and settings. The Software provides:

- real-time, local-only detection of sensitive data in Your inputs, with clear indicators of what was found;
- on-device masking of sensitive data using pattern matching and machine-learning models, replacing it with a non-reversible placeholder before it is transmitted. Reversible tokenization — restoring the original values in the response — is planned for a release shortly after version 1.0 and is not part of the Software as of version 1.0; and
- configurable privacy preferences, real-time alerts, and controls to help You make informed decisions about sharing information with AI tools and online services.

2.2 Local-First Architecture. All sensitive data detection and masking performed by the Software occurs entirely on Your Authorized Device through Local Processing. The Software does not transmit, upload, store, or provide Licensor access to the original sensitive content You type, paste, scan, or process. The resulting masked prompt may be sent directly to the AI provider You choose, as part of Your use of that provider.

2.3 No Guarantee of Complete Protection. The Software operates as a user-side privacy assistance tool. Licensor does not guarantee that the Software will detect all sensitive data, prevent all disclosures, or operate without interruption or error.

2.4 Use in Regulated Environments. The Software may be used as part of a broader privacy and compliance program. However, use of the Software alone does not constitute compliance with any specific regulation, including but not limited to HIPAA, GLBA, FISMA, or similar frameworks.

3. License Grant

3.1 Subject to the terms of this Agreement and payment of all applicable License Fees, Licensor hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software on Authorized Devices that You own or control, solely in accordance with this Agreement, the Documentation, and applicable law.

3.2 This license shall govern any Updates to the Software provided by Licensor that replace, repair, or supplement the Software, unless a separate license is provided for such Update.

3.3 Licensor reserves all rights in the Software not expressly granted to You under this Agreement.

3.4 For enterprise or team subscriptions, the license grant extends to the number of authorized users specified in the applicable Order Form. Each authorized user must have a unique Account.

4. License Restrictions

4.1 You agree that You shall not:

a. share, sublicense, sell, rent, lend, lease, distribute, or otherwise make the Software available to any third party;

b. reverse engineer, translate, disassemble, decompile, decrypt, or otherwise attempt to derive the source code, except to the extent expressly prohibited by applicable law;

c. copy, modify, adapt, create derivative works or updates of, or integrate the Software with any other software, except as expressly authorized;

d. remove, alter, obscure, or deface any copyright notices, trademarks, or other proprietary rights notices;

e. use the Software for purposes of competitive analysis, benchmarking, or developing a competing product;

f. use the Software to engage in any activity that violates applicable law, including facilitating concealment of information in violation of legal discovery or reporting obligations;

g. circumvent, disable, or interfere with any security, authentication, or license management features;

h. use the Software on behalf of any unauthorized third party; or

i. use automated means, including scripts, bots, or scrapers, to interact with or extract data from the Software.

4.2 You may create and store backup copies of the Software only on Authorized Devices that You own or control. If You transfer ownership of an Authorized Device, You must remove the Software before doing so.

4.3 Violations of this Section 4 may result in immediate termination of this Agreement and may subject You to prosecution, damages, and injunctive relief.

5. Data Processing Architecture

5.1 Local Processing. The Software processes all user content exclusively through Local Processing on Your Authorized Device. At no point during detection, analysis, or masking does the Software transmit that content to Licensor's servers or to any third party. Once masking is complete, the resulting masked prompt is sent to the AI provider You have chosen, at Your direction and as part of Your use of that provider, as described in Section 2.2.

5.2 Server Communications. The Software communicates with Licensor's servers solely for: (a) license validation and subscription status verification; (b) delivery of Updates through Licensor's designated update channel; and (c) account authentication through Your designated authentication provider.

5.3 No Telemetry or Tracking. The Software does not collect telemetry, usage analytics, crash reports, browsing history, or interaction data, and does not use cookies, tracking pixels, or similar tracking mechanisms.

5.4 Outbound Connections. Aside from the connections described in Section 5.2, the only network connections the Software initiates on its own behalf are (a) optional update checks and (b) standard TLS certificate-revocation checks. Any request You send to an AI provider through the Software is relayed to that provider at Your direction; Licensor is not the recipient of that request.

5.5 Privacy Policy. Licensor's collection and use of personal information in connection with the Software is governed by the **Locke Privacy Policy** at sonomos.ai/locke/privacy. Personal information processed through Licensor's websites — sonomos.ai and its subdomains — is governed by the separate Website Privacy Policy at sonomos.ai/privacy.

6. Subscription and Fees

6.1 Access to certain features requires payment of License Fees. Licensor may offer a Free Tier with limited functionality and one or more paid subscription tiers.

6.2 License Fees are billed in advance on a recurring basis (monthly or annually) through Stripe, Inc. All License Fees are non-refundable except as expressly provided herein or as required by applicable law.

6.3 Licensor may modify License Fees upon thirty (30) days' prior written notice. Modified fees take effect at the start of Your next Subscription Term.

6.4 If You fail to pay License Fees when due, Licensor may suspend or terminate access upon ten (10) days' written notice.

7. Title and Intellectual Property

7.1 This is a license agreement, not an agreement for sale. Licensor retains all right, title, and interest in and to the Software and Documentation.

7.2 The Software and Documentation are protected by United States and international copyright laws and international treaty provisions.

7.3 Feedback. If You provide suggestions, ideas, or feedback, You grant Licensor a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and exploit such Feedback.

7.4 Your Content. Licensor does not acquire any right, title, or interest in any content You process using the Software. Because all content processing occurs through Local Processing, Licensor never receives, accesses, or stores Your content.

8. Technical Requirements

8.1 You are responsible for ensuring that Your Authorized Device and operating system (Windows or Linux; macOS planned) meet the technical requirements in the Documentation.

8.2 Licensor may attempt to keep the Software compatible with updated environments; however, Licensor does not guarantee the availability of Updates.

8.3 Licensor may modify technical specifications or supported environments at any time with commercially reasonable advance notice.

9. Maintenance and Support

9.1 Licensor is solely responsible for maintenance and support. Contact: sonomos.ai/contact.

9.2 Support availability and response times may vary by subscription tier.

9.3 No third-party distributor has any obligation to furnish maintenance or support for the Software.

10. Limited Warranty

Licensor warrants that: (a) the Software is free of known malware at the time of download; (b) the Software will perform substantially in accordance with the Documentation for ninety (90) days from initial download; and (c) the Software is designed to perform all sensitive data processing through Local Processing on Your Authorized Device.

Licensor's sole remedy for breach of this warranty shall be, in Licensor's discretion: repair or replacement; advice on achieving substantially the same functionality; or a refund of License Fees for the then-current Subscription Term.

11. Disclaimer of Warranties

> EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL DETECT ALL SENSITIVE DATA, PREVENT ALL DATA DISCLOSURES, OR PROVIDE COMPLETE PROTECTION AGAINST UNAUTHORIZED DATA TRANSMISSION.

The Software is a technical tool and is not a substitute for legal advice or a qualified compliance program, and is not designed or intended for use in situations requiring fail-safe performance, such as life-support systems, medical devices operating in a clinical capacity, or other safety-critical infrastructure.

12. Limitation of Liability

> IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. LICENSOR'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL LICENSE FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT, OR (B) ONE HUNDRED DOLLARS ($100.00).

Exceptions to the limitation. Nothing in this Agreement excludes or limits Licensor's liability for fraud or fraudulent misrepresentation, for gross negligence or willful misconduct, for death or personal injury caused by Licensor's negligence, or for any other liability that cannot lawfully be excluded or limited.

Certain U.S. state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If those laws apply to You, some of the above disclaimers and limitations may not apply, and You may have additional rights. If You are a consumer resident in the European Economic Area, the United Kingdom, or Australia, You keep every statutory right and remedy Your local law gives You that cannot be waived by contract — including Your rights in respect of digital content and services — and nothing in this Agreement restricts them.

13. Indemnification

You agree to defend, indemnify, and hold harmless Licensor from and against all liabilities, losses, costs, damages, and expenses arising from third-party claims relating to: (a) Your use of the Software in violation of this Agreement; (b) Your violation of applicable law; (c) Your negligent or wrongful acts; or (d) any content You process using the Software.

14. Term and Termination

14.1 Term. This Agreement is effective from first install or use and continues for the Subscription Term, including renewals, unless earlier terminated.

14.2 Automatic Renewal. Your subscription automatically renews for successive periods of the same duration at then-current fees unless canceled before the current term ends. The automatic-renewal disclosures, reminders, refund terms, and cancellation method that apply to You are set out in Section 6 of the Terms of Service, and You can cancel online at any time in no more steps than it took You to subscribe.

14.3 Termination by You. You may terminate at any time by canceling Your subscription, uninstalling and deleting all instances, and destroying all copies in Your possession.

14.4 Termination by Licensor. Licensor may terminate immediately if You: breach any material term; fail to pay fees after ten (10) days' notice; file for bankruptcy; or engage in activity causing harm to Licensor or other users.

14.5 Termination for Convenience. Either party may terminate upon thirty (30) days' written notice. If Licensor terminates for convenience, Licensor will refund the pro-rata portion of prepaid License Fees.

15. Effects of Termination

Upon termination, You shall immediately cease all use, uninstall and delete all instances, and destroy all copies. No refund of License Fees upon termination for cause, except as provided in Section 14.5.

Survival. Sections 1, 5.1, 7, 11, 12, 13, 15, 16, 18, 19, 21, 22, 24, and 25 survive termination.

16. Legal Compliance and Export Restrictions

You represent and warrant that You are not in an embargoed country or on any U.S. Government prohibited parties list. You will not import or export the Software in violation of applicable law.

17. Open Source Components

The Software incorporates certain third-party open-source software components. The identity, version, and license of each open-source component as distributed with each release is listed in the file THIRD-PARTY-LICENSES.md shipped with the Software.

Open-source components are licensed to You under their respective open-source licenses, not under this Agreement. Where a component is licensed under a copyleft license such as the Mozilla Public License, Your rights with respect to the source files of that component are preserved under that license, and Licensor makes the corresponding source available as required. Nothing in this Section requires Licensor to disclose or license any other portion of the Software under an open-source license.

18. No Third-Party Beneficiaries

This Agreement is for the benefit of the parties only. No third party is an intended or incidental beneficiary of this Agreement.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws provisions.

Disputes arising out of or relating to this Agreement are resolved under Section 17 (Governing Law) and Section 18 (Dispute Resolution) of the Sonomos Terms of Service, which are incorporated here by reference. Those sections require most disputes to be resolved by individual binding arbitration, waive class actions, and give You thirty (30) days to opt out of arbitration without affecting anything else. Please read them.

If You are a consumer, this choice of law does not deprive You of the protection of the mandatory provisions of the law of the country where You habitually reside, and You may bring proceedings in the courts of that country where Your local law gives You that right.

20. Force Majeure

Licensor shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including labor disputes, war, fires, floods, governmental regulations, public health orders, pandemics, cyberattacks, internet or telecommunications failures, or acts of God.

21. General Provisions

21.1 Entire Agreement. This Agreement, together with Licensor's Terms of Service (sonomos.ai/terms), the Locke Privacy Policy (sonomos.ai/locke/privacy), the Acceptable Use Policy (sonomos.ai/acceptable-use), and any applicable Order Form, constitutes the complete and exclusive agreement between the parties with respect to the Software.

21.2 Amendments. Licensor may update this Agreement with at least thirty (30) days' prior written notice. Continued use constitutes acceptance.

21.3 Severability. If any provision is found invalid, the remaining provisions remain in full force and effect.

21.4 No Assignment. You may not assign this Agreement without Licensor's prior written consent.

21.5 No Waiver. Failure or delay by Licensor to require performance does not constitute a waiver.

21.6 Notices. All notices shall be in writing and deemed given when delivered personally, sent by confirmed email, or sent by certified mail.

21.7 Headings. Section headings are for convenience only.

21.8 Acknowledgment. By downloading, installing, or using the Software, You indicate that You have read, understood, and agree to be bound by this Agreement.

22. Confidentiality

22.1 Each party may receive non-public information of the other in connection with this Agreement ("Confidential Information"). Each party will protect the other's Confidential Information with at least the care it uses for its own, will not disclose it except to personnel and advisors who need it and are bound to comparable obligations, and will use it only for purposes of this Agreement.

22.2 Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already known to it without a duty of confidence, is independently developed without reference to the disclosing party's information, or is rightfully received from a third party without restriction.

22.3 Either party may disclose Confidential Information where required by law or legal process, provided it gives prompt notice where lawful so the other party can seek protection.

22.4 Your content is not Sonomos's Confidential Information, and this Section gives Sonomos no right to it. Nothing in this Section restricts Your ability to publish an honest review or assessment of the Software.

23. Beta and Preview Features

Sonomos may make available pre-release, beta, preview, or experimental features, identified as such in the Documentation or in the product ("Beta Features"). Notwithstanding any other provision of this Agreement:

a. Beta Features are provided **"AS IS"**, without warranty, support, or any service-level commitment;

b. Sonomos may modify or discontinue any Beta Feature at any time, and is not obligated ever to release a generally available version of it;

c. You should not rely on a Beta Feature to protect sensitive information, and should not use one in a production or regulated workflow without independently satisfying Yourself that it is adequate; and

d. Non-public technical details of a Beta Feature that Sonomos shares with You in confidence are Confidential Information under Section 22. This does not restrict You from publishing Your own honest assessment of a Beta Feature You have used.

Where a feature of Locke is identified as beta, preview, or experimental, the terms of this Section apply to it.

24. High-Risk Activities

> THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE-SUPPORT MACHINES, WEAPONS SYSTEMS, AUTONOMOUS VEHICLES, MEDICAL DEVICES OPERATING IN A CLINICAL CAPACITY, OR ANY OTHER APPLICATION IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH-RISK ACTIVITIES").

Sonomos and its licensors specifically disclaim any express or implied warranty of fitness for High-Risk Activities. You represent that You will not use the Software in or for any High-Risk Activity. This is not a theoretical exclusion: detection is probabilistic and can miss sensitive data, so the Software must never be the sole control where a miss would cause physical harm.

25. U.S. Government End Users

The Software is "commercial computer software" and the Documentation is "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202. U.S. Government end users acquire the Software and Documentation with only the rights set out in this Agreement, consistent with 48 C.F.R. §§ 12.212 and 227.7202-1 through 227.7202-4. No other rights are granted, and any provision inconsistent with federal procurement regulation is unenforceable only to that extent.

26. License Verification

Where You hold a subscription with more than one Authorized User, Sonomos may ask You, no more than once in any twelve (12) month period and on at least thirty (30) days' written notice, to confirm in writing the number of Authorized Users and Authorized Devices in use. This is a self-certification: it does not entitle Sonomos to access Your systems, Your premises, or any Customer Data, and Sonomos will never request the content the Software processes. If the confirmation shows use beyond Your subscription, You may true up by paying the difference for the period concerned. This Section does not apply to individual consumer subscriptions.

27. Contact Information

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