TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") are made part of the Agreement between AI Ops, Inc. ("**Company**") and the Licensee listed in the Order which references these Terms. These Terms will govern the use and provision of any Services purchased by Licensee as described in any Order. Any terms not defined herein have the meaning given to them in the applicable Order. Company and Licensee may each be referred to herein as a **"Party"** and collectively as the **"Parties."** The Parties enter into the Agreement as of the effective date set forth in the Order (the **"Effective Date"**).

1. DEFINITIONS. As used in the Agreement and any Exhibit hereto:

1.1 "**Affiliate**" means an entity that controls, is controlled by or is under common control with another entity, where "control" refers to ownership or the right to direct more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

1.2 "**Company Materials**" all documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Services, including Deliverables, Company Models (as defined in Section 3.3), Company Source Data (as defined in Section 1.13) and De-Identified Data (as defined in Section 3.2), or that Company may develop or supply in connection with the Services or Deliverables.

1.3 "**Company Properties**" means the Software, Documentation, Deliverables, and Company Materials, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

1.4 "Deliverable" means all works of authorship, formulas, algorithms, databases, scripts, modifications, configurations, logos, symbols, designs, and other inventions (whether patentable or not) that Company authors, makes, conceives, reduces to practice, develops or otherwise creates, either alone or jointly with others, while performing Professional Services.

1.5 "**Documentation**" means the then-current technical specifications for the Software made generally available to Company customers.

1.6 "Intellectual Property Rights" means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.7 "**Maintenance**" means the Software updates and technical support services generally made available to Company's customers who have purchased Maintenance, as specified in the Order.

1.8 "**Order**" means the document signed by an authorized representative of each Party that references these Terms and identifies the specific Service(s) to be made available and the fees to be paid.

1.9 "**Outputs**" means any reports, scripts, outputs and responses that are generated through Licensee's use of the Software.

1.10 "**Professional Services**" means any professional services provided by Company to Licensee as described in an Order (as may be further elaborated in any statement of work agreed to by the Parties), including implementation, Maintenance, and training services.

1.11 "**Services**" means collectively, the Software, Maintenance, the Professional Services and any other services set forth in an Order.

1.12 "Software" means the software programs or software program modules described in the Order, and any modified, updated or enhanced versions of such programs or modules that Company may provide to Licensee pursuant to this Agreement. References to any Software include the Documentation.

1.13 "**Source Data**" means text, graphic, audio, visual or audio-visual data or content to used to develop the Trained Model (as defined in Section 3.3). Source Data may be provided by Licensee ("**Licensee Source Data**"), Company ("**Company Source Data**") or both as set forth in the Order.

1.14 "**Statement of Work" or "SOW**" means a written description of the Professional Services to be provided to Licensee pursuant to the terms of the Agreement.

1.15 "**Third Party Products and Content**" means any applications, products, services, or content that interoperate with the Service and that are provided by Licensee or a third party.

1.16 "User" means each of Licensee's employees and independent contractors who are authorized to access the Services by Licensee.

2. LICENSE GRANT AND OTHER RIGHTS.

2.1 License Grant. Company hereby grants Licensee (and its Users) a non-transferrable, non-sublicensable, non-exclusive license during the Term (as defined in Section 12.2) to install and use the Software, at the site set forth on such Order ("**Site**"), in executable form as made available by Company for Licensee's internal use on computers it owns or controls, up to the use limits indicated on such Order (and thereafter subject to any overage fees indicated on such Order) (the "**Use Limits**").

2.2 Restrictions On Use. Licensee will not directly or indirectly, and will not permit any User, Affiliate, or third

party, to: (a) use the Services in contravention of any applicable laws or government regulations, including, without limitation, applicable privacy laws or in violation of this Agreement; (b) except and to the extent specifically permitted by applicable law, reverse engineer, decompile, disassemble or otherwise attempt to derive or gain access to the object code, source code or underlying ideas, methodologies or algorithms of the Services; (c) modify, adapt, translate, or create derivative works based on any element of the Services; (d) sublicense, rent, lease, distribute, publish, sell, resell, assign, or otherwise transfer its rights to use any Software including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (e) commercially exploit the Software; (f) use the Software for any purpose other than their intended purposes; (g) introduce any open source software into any Software; (h) disclose passwords, usernames, or other account information to any third party, except an authorized User; or (i) access or use any Services for competitive analysis or to design, create, offer or build a product or service that is competitive with any Company product or service or that uses ideas, features, or functions similar to a Licensee product or service. In addition, Licensee will not (i) make the Software or any portion thereof available for use, access, display, searching or retrieval by, or on behalf of, any third party, (ii) make the Software available in any "public" or "free" area or area accessible on the worldwide web or (iii) violate any applicable privacy laws.

2.3 Third Party Products and Content. If Licensee enables Third Party Products and Content for use with the Service: (a) any use by Licensee or its Users of such Third Party Products and Content is solely the responsibility of Licensee and the applicable provider; (b) Company does not guarantee, warrant, or offer support for any such Third Party Products and Content; (c) Licensee acknowledges that the providers of those Third Party Products and Content may have access to Inputs (as defined in Section 3.2 (Inputs and Outputs)) in connection with the interoperation of the Third Party Products and Content with the Service, and Company will not be responsible for any use, disclosure, modification or deletion of such Input.

3.   LICENSEE RESPONSIBILITIES.

3.1 Licensee Source Data. Unless otherwise specified in the applicable Order, Licensee will make available at no charge to Company all Licensee Source Data required by Company for the performance of the Services.

3.2 Inputs and Outputs. Licensee acknowledges and agrees that: (a) in order to utilize the Software, Licensee is required to provide certain Licensee Source Data and other inputs provided by Licensee (or any data collected automatically by Licensee's control networks) (collectively, "**Inputs**"); (b) any Outputs are wholly dependent upon Licensee's Inputs. Licensee hereby grants to Company: (a) a worldwide, non-exclusive, royalty-free license to use the Inputs and Outputs during the Term in connection with the Service and (b) a right to use the Inputs and Outputs so long as Company does not identify Inputs and Outputs with Licensee or any individual for the purposes of improving our products, software and services for Licensee and/or other Company's customers (the "**De-Identified Data**"). Licensee will obtain all third-party licenses, consents and permissions needed for Company to use the Licensee Source Data to provide the Service, including any licenses granted herein. We make no warranty or guarantee regarding the Outputs, including the accuracy or reliability thereof.

3.3 Trained Models. Once Licensee has provided the necessary Inputs, the Software will configure and train Company's proprietary model template (the "**Company Model**") using the Inputs (the "**Trained Model**"). Licensee acknowledges that Software's ability to configure and train the Trained Model will be dependent on the quality and quantity of the Inputs provided by the Licensee.

3.4 Use of the Trained Models. Licensee represents and warrants that, unless expressly approved by Company in writing in any Order, Licensee will not create any Trained Models that are used for any mission-critical application, including in any life support applications, devices or systems; the operation of nuclear facilities; aircraft navigation systems; aircraft communication systems; air traffic control; direct life support machines; weapons systems; military or space equipment requiring radiation hardened components; and Enhanced 911 or the E911 emergency calling system.

4.   DELIVERY. The Software is made available by electronic delivery. Software is deemed to be delivered and accepted on issuance of the license key or when electronic notice is sent that the purchased Software is available.

5.   MAINTENANCE. Company will provide Maintenance for Software pursuant to the applicable support policies and as specified in the relevant Order, subject to the payment of any support and/or Maintenance fees set forth therein, including reinstatement fees (if applicable). If Company changes its support policies to materially reduce Company's obligations during a paid Maintenance term, Company will make commercially reasonable efforts to inform Licensee thirty (30) days ahead of the effective date of such changes.

6.   PROFESSIONAL SERVICES.

6.1 General. Licensee may request that Company provide certain Professional Services related to Licensee's use of the Software. Excluding those agreed between the Parties in the Order or a separate statement of work, Company

will have no obligation to provide or perform such services for or on behalf of Licensee. Sections 6.2 (Statements of Work) and 6.3 (Deliverables) only apply if Licensee purchases Professional Services set forth in an Order.

6.2 Statements of Work. Company will provide the Professional Services identified on an Order, which may be further described in one or more SOWs, subject to these Terms which are incorporated by reference into each SOW. Each SOW may include, without limitation: (i) a description of the scope and type of Professional Services; (ii) the location where the Professional Services will be performed; (iii) any Deliverables; (iv) the schedule for performance and delivery of Deliverables; and (v) additional fees and payment terms applicable to the Professional Services. Company and Licensee will cooperate to enable Company to perform the Professional Services according to the performance schedule and delivery terms in the SOW, if any, and Licensee will perform any Licensee obligations specified in the SOW. Company will not be liable to the extent its performance under a SOW is affected by Licensee delay, failure to cooperate or to fulfil Licensee obligations under the SOW.

6.3 Deliverables.

(a) Custom Deliverables. As between Licensee and Company, Licensee shall own, and Company hereby assigns all right, title and interest in and to, all Deliverables created exclusively for Licensee that are identified in an Order or SOW ("**Custom Deliverables**"). Notwithstanding any other provision of this Agreement, (a) nothing herein will be construed to assign or transfer any Intellectual Property Rights in the Company Materials used by Company to develop the Custom Deliverables, and to the extent such Company Materials are delivered with or as part of the Deliverables, Company grants Licensee a limited, non-exclusive, non-transferable, license to use and reproduce the Company Materials included in the Custom Deliverables, solely for its internal business purposes with Licensee's related use of the applicable Services.

(b) Other Deliverables. Except as specified above, Company retains all Intellectual Property Rights in the Deliverables and other works prepared by Company under this Agreement. Subject to Licensee's compliance with this Agreement, Company hereby grants Licensee a limited, non-exclusive, non-transferable, license to use and reproduce the Deliverables, solely for its internal business purposes with Licensee's related use of the applicable Services. Notwithstanding any other provision of this Agreement, (a) nothing herein will be construed to assign or transfer any Intellectual Property Rights in the Company Materials used by Company to develop the Deliverables, and to the extent such Company Materials are delivered with or as part of the Deliverables, they are licensed, not assigned, to Licensee, on the same terms as the Deliverables.

7. FEES AND PAYMENT.

7.1 Pricing and Invoicing. Prices and invoice instructions for the Services and Maintenance are set forth in the applicable Order. Unless otherwise set forth in any Order, fees may be invoiced annually in advance. Additional charges will apply in the event Licensee's usage of the Software exceeds the Use Limits set forth in the Order. Except as provided under Section 12.3 (Termination), Orders may not be cancelled or reduced during the Term.

7.2 Payments. Unless otherwise specified in an Order, Licensee will pay Company the amounts set forth on any invoice issued pursuant to this Agreement in the specified currency within thirty (30) days of the date of the invoice. Payment obligations for all Services and Maintenance are non-cancelable, and fees are non-refundable except as otherwise provided in this Agreement. Unless otherwise provided in an Order or SOW, Company may impose a late payment charge not to exceed the maximum rate allowed by law. If Licensee fails to pay any Software, Maintenance, or Professional Services fee due under an Order or this Agreement, without limitation of any of its other rights or remedies, Company may suspend performance until Company receives all past due amounts from Licensee. Licensee understands that one or more invoices may be issued under each Order, that multiple Orders may be executed under the Agreement, that Licensee shall have no right to set-off, deduct from or reduce payments owed under any Order in respect of any claim against or obligation of Company whatsoever, and that Licensee's obligation to pay for products or services ordered under one Order is separate from, and not contingent on delivery or performance of other Company products or services ordered under any other Order. In the event of a good faith dispute for payment on any invoice, Licensee will, within fifteen (15) days of receipt of the invoice, notify Company in writing of the dispute and the Parties will use commercially reasonable efforts to resolve such dispute. Undisputed amounts remain payable as provided herein and in the relevant Order.

7.3 No Requirement for Purchase Order. Licensee acknowledges that Licensee may provide a purchase order number or copy of its purchase order to Company for Licensee's administrative convenience, and that Company has the right to issue an invoice and collect payment without a corresponding purchase order. If Licensee issues a purchase order, Company hereby rejects and Licensee hereby retracts any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Licensee and conditions are solely

based on the terms and conditions of this Agreement and the applicable Order, as offered by Company. On request, Company will reference the purchase order number on its invoices (solely for administrative convenience), provided the purchase order references the Order and is received reasonably prior to the date of the invoice. Licensee agrees that purchase orders do not have to be signed by Licensee to be valid and enforceable.

8. WARRANTIES.

7.1 **Company Warranties.** For a period of sixty (60) days after the date of delivery of the Software (the **"Software Warranty Period"**), Company warrants that the Software, when used as permitted by Company and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. Company does not warrant that the functions contained in the Software will meet the requirements of Licensee or Users or that the operation of the Software will be uninterrupted or error free. The warranties set forth in this section do not cover any copy (complete or partial) of the Software or any Documentation which has been altered or changed in any way by Licensee or any User or other third party. Company is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured, nor is Company responsible for problems with the Software that occur as a result of third-party software or hardware that is incompatible with the operating system for which Licensee procured the Software.

7.2 **Remedy.** Company will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible or reasonably documented errors in the Software reported to Company by Licensee in writing during the Software Warranty Period.

7.3 **Licensee Warranties**. Licensee represents and warrants that it has obtained and will maintain throughout the Term, all rights, consents and permissions for Licensee to make available the Inputs to Company and for Company to use the Inputs as contemplated herein. In addition, Licensee represents and warrants that it will use the Services in accordance with all applicable laws, rules and regulations.

7.4 **Disclaimers.** THE EXPRESS WARRANTIES IN SECTION 7.1 (PERFORMANCE) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE, SERVICES AND SUPPORT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF COMPANY'S SUPPLIERS. FURTHER, CUSTOMER AGREES THAT COMPANY WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS OF CUSTOMER, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO ANY ACTIONS TAKEN OR OMITTED TO BE TAKEN BY CUSTOMER IN RESPONSE TO OR AS A CONSEQUENCE OF ANY SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY WILL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM THE FAILURE OF THE SERVICES TO PERFORM, INCLUDING DAMAGE TO PERISHABLES, INSTRUMENTS, MACHINES COMPUTERS, NETWORKS, MATERIALS, RESEARCH DATA OR OTHER ITEMS DAMAGED OR LOST.

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8.1 **IP Claims**. Company, at its expense, will defend Licensee and its Affiliates and their respective officers, directors and employees (the "**Licensee Indemnified Parties**") from and against all actions, proceedings, claims and demands by a third party (a "**Third-Party Claim**") alleging that the Software received by Licensee under the applicable Order infringes any copyright or misappropriates any trade secret and will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or final award) incurred by the Licensee Indemnified Parties directly from any such Third-Party Claim. Notwithstanding anything to the contrary in this Agreement, the foregoing obligations will not apply with respect to a claim of infringement that arises out of (a) infringing or illegal Inputs; (b) use of the Software in combination with any software, hardware, network, technology or system not supplied by Company where the alleged infringement relates to such combination; (c) any modification or alteration of the Software other than by Company; (d) Licensee's continued use of the Software after Company notifies Licensee to discontinue use because of an infringement claim; (e) Licensee's violation of applicable law; (f) use of the Software other than as authorized under this Agreement; or (g) failure to implement an update, upgrade or bug fix that Company has provided at no charge where such implementation may avoid infringement (any of the foregoing circumstances under clauses (a) through (g) will be collectively referred to as a "**Licensee Indemnity Responsibility**").

8.2 **Mitigation**. If any Third-Party Claim which Company is obligated to defend has occurred, or in Company's determination, is likely to occur, Company may, at its

option (a) obtain for Licensee the right to continue using the Software; (b) replace or modify the Software so that it avoids such claim; or if such remedies are not reasonably available, (c) terminate Licensee's license for the infringing Software and provide Licensee with a refund of any unused fees Licensee prepaid to Company for the infringing Software. If such termination materially affects Company's ability to meet its remaining obligations under the relevant Order, then Company may, at its option and upon written notice, terminate the Order, in whole or in part.

8.3 Procedures. Company's obligations under this Section 0 (Infringement of Intellectual Property Rights) are conditioned upon (a) being promptly notified in writing of any Third-Party Claim, (b) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (c) the Licensee Indemnified Parties providing all reasonable assistance (at Company's expense and reasonable request) in the defense of such Third-Party Claim. In no event will a Licensee Indemnified Party settle any claim without Company's prior written approval. The Licensee Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to Company's right to control the defense and settlement.

8.4 Sole Remedy. THE TERMS OF THIS SECTION 0 (INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) STATE COMPANY'S ENTIRE LIABILITY, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY SOFTWARE, DELIVERABLE, OR OTHERWISE, AND LICENSEE HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF COMPANY WITH RESPECT THERETO.

CLIENT INDEMNITY.

8.5 Use Claims. Licensee will, at its expense, defend Company, its Affiliates, licensors and their respective officers, directors and employees (the "**Company Indemnified Parties**") from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Inputs infringes, misappropriates or violates any third party's privacy or Intellectual Property Rights; (b) Licensee's use or alleged use of the Software other than as permitted under this Agreement; (c) legal proceedings for the purpose of obtaining Inputs or Outputs from Company; or (d) the occurrence of any of the Licensee Indemnity Responsibility. Licensee will pay all damages, costs and expenses, including attorneys' fees and costs (whether by settlement or award of by a final judicial judgment) incurred by the Company Indemnified Parties from any such Third-Party Claim.

8.6 Procedures. Licensee's obligations under this Section 0 (Client Indemnity) are conditioned upon (a) being promptly notified in writing of any Third-Party Claim under this Section, (b) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (c) the Company Indemnified Parties providing all reasonable assistance (at Licensee's expense and reasonable request) in the defense of such Third-Party Claim. In no event will a Company Indemnified Party settle any claim without Licensee's prior written approval. The Company Indemnified Party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to the Licensee's right to control the defense and settlement.

9. LIMITATION OF LIABILITY.

9.1 Disclaimer of Indirect Damages. EXCEPT WITH RESPECT TO A CLAIM FOR A BREACH OF SECTIONS 2.1 (LICENSE GRANT), 2.2 (RESTRICTIONS ON USE), 11 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LICENSEE DISCLAIMS ALL LIABILITY OF ANY KIND OF COMPANY'S THIRD-PARTY SUPPLIERS.

9.2 Liability Cap. EXCEPT WITH RESPECT TO A CLAIM FOR INDEMNITY UNDER SECTION 0 (INFRINGEMENT CLAIMS) AND 9 (CLIENT INDEMNITY) OR A BREACH OF SECTIONS 2.1 (LICENSE GRANT), 2.2 (RESTRICTIONS ON USE), 11 (CONFIDENTIALITY), EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM IS BROUGHT.

10. PROPRIETARY RIGHTS.

10.1 Company Proprietary Rights. The Company Properties, and all worldwide Intellectual Property Rights therein, are the exclusive property of Company and its suppliers. All rights in and to the Software not expressly granted to Licensee in this Agreement are reserved by Company and its suppliers. Licensee will not remove, alter, or obscure any proprietary notices (including copyright notices) of Company or its suppliers on the Company Properties.

10.2 **Inputs and Outputs**. Except for any De-Identified Data, and subject to the license grant set forth in this Agreement, as between Company and Licensee, all right, title and interest in the Inputs and Outputs and all Intellectual Property Rights therein, belong to and are retained solely by Licensee.

11. CONFIDENTIALITY.

11.1 **Definition of Confidential Information**. "**Confidential Information**" means any and all non-public information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of this Agreement, information related to either party's technology, products, know-how, trade secrets, whether or not patentable or copyrightable, specifications, customers, business plans, pricing information, promotional and marketing activities, finances and other business affairs, Company Properties and anything else created or developed by Company in connection with this Agreement and the Company Properties. Licensee will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Company Properties.

11.2 **Nondisclosure Obligations**. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under this Agreement, and by Company to improve the Services (the "**Purpose**"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, Affiliates, agents, advisors, or representatives who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Section 11 (Confidentiality). Each Party accepts responsibility for the actions of its partners, officers, directors, employees, contractors, Affiliates, agents, advisors and representatives, and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder, and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

11.3 **Exceptions to Confidential Information**. "**Confidential Information**" does not include information which: (a) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (b) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (d) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense.

12. TERM AND TERMINATION.

12.1 **Terms**. The Terms may be updated from time to time by Company, provided that no such update or modification will apply to Order previously executed between the Parties.

12.2 **Term of Order; SOWs**. Each Order or SOW incorporating the Terms begins on its Effective Date and, unless earlier terminated under Section 12.3 (Termination), continues in effect through the term set forth therein (the "**Term**").

12.3 **Termination**. Either Party may terminate any Order or SOW incorporating the Terms in whole or in part, for cause (a) on thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period (or immediately if the material breach is not capable of being remedied); or (b) immediately upon written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors. In addition, Company may terminate any or all Orders or SOWs with Licensee incorporating these Terms, on written notice in the event (i) Licensee fails to pay any amounts due hereunder, and such failure continues more than ten (10) days after written notice by Company thereof; or (ii) Licensee infringes Company's Intellectual Property Rights, including without limitation through exploitation of a Services in excess of the Use Limits, including any limitation on the Sites. Licensee is solely responsible for its actions and the actions of its Users.

12.4 **Effect of Termination or Expiration of Agreement.**

   (a) Termination of Order; SOW. On termination or expiration of an Order, Licensee's license or subscription to the Software purchased thereunder will terminate and

Licensee and Users will immediately cease to use the Services and either uninstall or destroy the Software. Upon request by Company, Licensee will certify in writing to Company that all copies of such Software are no longer in use. For the avoidance of doubt, except in the case of termination following Licensee's infringement of Services as provided in Section 12.3 (Termination) above, termination of one Order will not terminate any other Order, or the Agreement.

(b) Return of Inputs. Upon termination of this Agreement for any reason, Company may delete all Inputs and Outputs after a period of two (2) months. Company will provide Licensee with self-service functionality that enables Licensee to export the Inputs and Outputs. Licensee acknowledges and agrees that if Licensee requires further assistance in addition to the self-service functionality described in this Section 12.4(b) (Return of Inputs), Licensee shall reimburse Company for such assistance at Company's then-current Professional Services rates, which shall be made available to Licensee upon request.

12.5 Payment upon Termination. Licensee will pay Company any unpaid fees and expenses covering the remainder of the term of such terminated Services.

12.6 Survival. Sections 1 (Definitions), 2.2 (Restrictions on Use), 3.2 (Inputs and Outputs), 7 (Fees and Payment) 7.4 (Disclaimers), 0 (Infringement of Intellectual Property Rights), 0 (Client Indemnity) 9 (Limitation of Liability), 10 (Proprietary Rights), 11 (Confidentiality), 12.4 (Effects of Termination), 12.6 (Survival) and 13 (General), together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

13. GENERAL.

13.1 Audit. Licensee grants Company, or its designated agent, the right to audit Licensee's use of the Software, on reasonable notice and during normal business hours, once in any twelve-month period. Licensee will reasonably cooperate with the audit and provide access to all records reasonably requested to verify Licensee's use of the Software as permitted by this Agreement. Licensee will, without prejudice to other rights of Company, address any non-compliance identified by the audit by promptly paying additional fees at Company's then-current list price, which may include reinstatement charges. Licensee will promptly reimburse Company for all reasonable costs of the audit if it reveals either underpayment of more than five percent (5%) of the fees payable by Licensee for Software for the period audited, or that Licensee has willfully withheld or materially failed to maintain accurate records of use needed to verify compliance.

13.2 Non-Solicitation. Neither Party may, during the term of this Agreement and for the six (6) months thereafter, directly or indirectly (except through general advertising) recruit the other Party's personnel without the written consent of that Party.

13.3 Publicity. During the Term and thereafter, Company may refer to Licensee as a Company customer, orally and in writing (including in promotion or marketing materials and on Company's website and social media postings).

13.4 Compliance with Laws. The Software may be subject to export restrictions. Licensee will comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Licensee will not export or re-export the Software without all required government licenses and Licensee agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities. Licensee will defend, indemnify, and hold harmless Company from and against any violation of such laws or regulations by Licensee or any of its agents, officers, directors, or employees.

13.5 Assignment. Except as expressly authorized, neither Party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including its licenses with respect to the Software) to any third party. Any attempted assignment or transfer in violation of the foregoing will be null and void. Company shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

13.6 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terror, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such Party.

13.7 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth beneath such Party's signature on the Order will be effective upon receipt. With respect to any notices sent to Company, Licensee shall also email a copy of any notice to: legal@ai-op.com. Either Party may change its address by giving notice of the new address to the other Party.

13.8 Governing Law and Venue. This Agreement, including all Orders and Statements of Work will be governed by and interpreted in accordance with the laws

of the State of New York, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a state court in or federal court in New York, New York, and each Party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

13.9   Remedies. Except as provided in Sections 0 (Infringement Claims) and 9 (Limitation of Liability) the Parties' rights and remedies under the Agreement are cumulative. Licensee acknowledges that the Software contains valuable trade secrets and proprietary information of Company, that any actual or threatened breach of Section 2 (License Grant and Other Rights) will constitute immediate, irreparable harm to Company for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, Licensee agrees to waive any bond that would otherwise be required.

13.10   Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11   Severability. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.12   Entire Agreement. This Agreement, including the Order and the exhibits and schedules attached hereto, constitute the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Licensee by their duly authorized representatives.