END USER LICENSE AGREEMENT

Scorpio — Agentic Supply Chain AI Agents

Oraczen Inc. · Distributed via AWS Marketplace

Effective Date: as set out in the applicable Order

IMPORTANT — READ CAREFULLY. This End User License Agreement (this "Agreement" or "EULA") is a binding legal agreement between Oraczen Inc., a corporation organized under the laws of the State of Texas, United States ("Oraczen," "we," "us," or "our"), and the company or other legal entity that subscribes to, accesses, or uses the Service ("Customer," "you," or "your"). This Agreement governs your access to and use of Scorpio, Oraczen's agentic supply-chain and procurement software-as-a-service offering, together with its AI Agents, models, and related materials (collectively, the "Service"), that you procure through AWS Marketplace.

The Service is intended for use by enterprises and their personnel. By clicking "Accept," by subscribing to the Service through AWS Marketplace, or by accessing or using the Service, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of an entity, you represent that you have authority to bind that entity, in which case "Customer" refers to that entity. If you do not agree, do not access or use the Service.

Relationship to AWS Marketplace

The Service is made available for procurement through AWS Marketplace, operated by Amazon Web Services, Inc. and its affiliates ("AWS"). AWS is not a party to this Agreement, is not the licensor of the Service, and is not responsible for the Service. Your purchase, billing, and metering through AWS Marketplace are additionally governed by the AWS Customer Agreement and the AWS Marketplace terms applicable to your transaction. In the event of a conflict between this Agreement and the AWS Customer Agreement or applicable AWS Marketplace terms with respect to the AWS-operated purchasing relationship, the AWS terms control as to that relationship; this Agreement otherwise governs your license to and use of the Service. Nothing in this Agreement modifies, limits, or waives any rights, obligations, or protections that AWS has under its own agreements.

1. Definitions

"Scorpio" means Oraczen's agentic supply-chain and procurement platform made available as a hosted service, including its user interfaces, APIs, AI Agents, and Documentation.

"AI Agents" means the artificial-intelligence-enabled agents provided as part of the Service that analyze, generate, classify, retrieve, or act upon procurement and supply-chain information, including without limitation the Category Research, Contract Compliance, Supplier Risk Intelligence, Invoice Processor, Workplace Compliance, Supplier Engagement, Materials Intelligence, Product Recommendation, Inventory Analyzer, and Price Benchmarking agents, as such agents may be added to or modified from time to time.

"Customer Data" means any data, content, documents, prompts, instructions, spend and procurement records, contracts, invoices, supplier and material data, images, video, and other materials that Customer or its Authorized Users submit to, connect to, or that are generated on Customer's behalf within the Service, excluding Output and Usage Data.

"Output" means the analyses, classifications, recommendations, summaries, benchmarks, risk assessments, generated text, and other content produced by the AI Agents in response to Customer Data or instructions.

"Authorized Users" means Customer's employees, contractors, and agents whom Customer permits to access the Service under Customer's subscription.

"Customer Systems" means Customer's ERP, procurement, finance, and other systems, data sources, and devices (including camera or CCTV feeds) that Customer connects to or integrates with the Service.

"Documentation" means the user guides, technical specifications, and usage policies that Oraczen makes generally available for the Service.

"Order" means the AWS Marketplace subscription, contract, or private offer pursuant to which Customer procures the Service, including the applicable pricing, term, and usage limits.

"Third-Party Models" means foundation models, large language models, and related services provided by third parties (including, without limitation, models accessed via Amazon Bedrock, Amazon SageMaker, OpenAI, or Anthropic) that the Service uses to deliver AI Agent functionality.

"Usage Data" means technical and operational data about the configuration, performance, and use of the Service, in aggregated or de-identified form, that does not identify Customer, any Authorized User, or any individual.

2. License Grant and Subscription

Subject to Customer's compliance with this Agreement and payment of all applicable fees through AWS Marketplace, Oraczen grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the subscription term to access and use Scorpio and

the Documentation solely for Customer's internal business purposes and in accordance with the Order and applicable usage limits.

The Service is provided on a subscription basis and is licensed, not sold. Oraczen and its licensors retain all right, title, and interest in and to the Service. The license is granted only for the scope, seats, capacity, or consumption tier specified in the Order, and is contingent on Customer's continued payment and compliance.

3. Restrictions

Customer shall not, and shall not permit any Authorized User or third party to:

- copy, modify, translate, or create derivative works of the Service, except as expressly permitted;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, model weights, training data, or underlying structure of the Service or any Third-Party Models, except to the extent such restriction is prohibited by applicable law;
- rent, lease, lend, sell, sublicense, distribute, or otherwise make the Service available to any third party, or use it to provide a service bureau, time-sharing, or commercial hosting offering;
- circumvent or disable any usage limits, metering, security, rate-limiting, or access controls of the Service or AWS Marketplace;
- use the Service or Output to develop, train, or improve any competing artificial-intelligence model or product, or to benchmark the Service for the purpose of building a competing offering;
- remove or obscure any proprietary notices; or
- access or use the Service other than through interfaces and methods authorized by Oraczen.

4. Acceptable Use Policy

Customer is responsible for all activity conducted through its subscription and for ensuring that its Authorized Users comply with this Agreement. Customer shall not use the Service, and shall not submit Customer Data or use Output, to:

- violate any applicable law, regulation, or third-party right, including intellectual property, privacy, data-protection, competition, export-control, and sanctions laws;
- engage in anti-competitive conduct, including using supplier, pricing, or benchmarking Output to facilitate unlawful price-fixing, bid-rigging, or exchange of competitively sensitive information among competitors;

- generate, distribute, or facilitate unlawful, fraudulent, deceptive, defamatory, harassing, or harmful content;
- develop, deploy, or operate malware or any code intended to disrupt, damage, or gain unauthorized access to systems or data; or
- make fully automated decisions, without meaningful human review, that produce legal or similarly significant effects — including supplier termination, employment or disciplinary actions, credit or financial decisions, or any safety-critical determination.

Decision-support; human oversight. The AI Agents are decision-support tools for procurement and supply-chain professionals. Customer is solely responsible for determining the suitability of the Service for any particular use case, for maintaining appropriate human oversight, and for independently verifying Output before relying on or acting upon it. Oraczen may suspend or restrict access to investigate suspected violations of this Section, with notice where practicable.

5. Workplace Compliance, Video, and Monitoring Data

Certain AI Agents, including the Workplace Compliance agent, may process camera, CCTV, or other video and image data that Customer connects to the Service. Where Customer uses such features, Customer is solely responsible for establishing a lawful basis for collecting, processing, and using such footage and for providing all notices and obtaining all consents required under applicable employee-monitoring, surveillance, biometric, and privacy laws. Customer shall not use these features to unlawfully monitor individuals or to process biometric identifiers except in compliance with applicable law. Customer represents that its instructed processing of such data will not cause Oraczen to violate any law.

6. Customer Systems and Integrations

The Service is designed to connect to Customer Systems, including ERP, procurement, and finance systems, to ingest spend, contract, invoice, supplier, and material data. Customer is responsible for obtaining and maintaining the rights, licenses, and consents necessary to connect Customer Systems and to permit Oraczen to access and process the associated Customer Data. Customer is responsible for the configuration of its integrations and for the accuracy and completeness of data provided to the Service. Oraczen is not responsible for any third-party system, connector, or data source, or for any loss or corruption of data within Customer Systems.

7. AI Output, Accuracy, and No Reliance

Probabilistic output. The Service uses generative and other machine-learning techniques. Output is generated probabilistically and may be inaccurate, incomplete, outdated, biased, or otherwise unsuitable for a given purpose. Output may be non-unique, and Oraczen makes no representation that Output is original or non-infringing.

Estimates and projected savings. Any savings figures, benchmarks, risk scores, forecasts, or projected outcomes generated by or described in connection with the Service (including illustrative figures such as procurement savings percentages) are estimates only, depend on Customer Data and external factors outside Oraczen's control, and are not guaranteed. The Service does not guarantee any particular financial result.

No professional advice. Output does not constitute legal, financial, tax, accounting, or other professional advice, and is not a substitute for the judgment of a qualified professional or for Customer's own due diligence on suppliers, contracts, and pricing.

Customer responsibility. Customer is responsible for evaluating the accuracy, appropriateness, and lawfulness of Output and for any actions taken — by Customer or by an AI Agent acting on Customer's configuration — based on Output. Oraczen disclaims all liability arising from Customer's reliance on Output.

8. Customer Data, Privacy, and Model Training

As between the parties, Customer retains all right, title, and interest in and to Customer Data and, to the extent permitted by law and the terms of any Third-Party Models, in the Output generated for Customer. Customer grants Oraczen a limited, worldwide, non-exclusive license to host, process, transmit, and display Customer Data and Output solely as necessary to provide, secure, maintain, and support the Service and to comply with law.

No training on Customer Data by default. Oraczen will not use Customer Data or Customer-specific Output to train, fine-tune, or improve any generally available foundation model or to develop models for other customers, except where Customer expressly opts in in writing. Oraczen may use Usage Data, in aggregated and de-identified form that does not identify Customer or any individual, to operate, secure, and improve the Service.

Confidentiality and security. Oraczen will treat Customer Data as confidential and will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, or disclosure, consistent with applicable industry standards.

Data processing and deletion. Where Oraczen processes personal data on Customer's behalf, the parties will comply with the Oraczen Data Processing Addendum (the "DPA"), which is incorporated by reference and available on request. Upon expiration or termination of the subscription, or upon Customer's written request, Oraczen will delete or return Customer Data within the period specified in the DPA (and in any event within ninety (90) days), except for copies retained as required by law or in routine backups, which remain subject to the confidentiality obligations of this Agreement.

Customer obligations. Customer represents that it has all rights, consents, and lawful bases necessary to submit Customer Data to the Service and to permit the processing contemplated by this Agreement, and that it will not submit data it is not permitted to disclose.

9. Third-Party Models and Services

The Service relies on Third-Party Models and other third-party services to deliver AI Agent functionality. Customer acknowledges that use of those components may be subject to the respective providers' terms of use and acceptable-use policies, and that Output is influenced by the behavior, availability, and limitations of those Third-Party Models. Oraczen does not control and is not responsible for Third-Party Models and makes no warranty regarding their performance, availability, or output. Where a Third-Party Model provider imposes use restrictions, Customer agrees to comply with them, and Oraczen may modify or replace a Third-Party Model to maintain the Service.

10. Intellectual Property

The Service, Documentation, AI Agents, and all related software, models, interfaces, and materials, and all intellectual property rights therein, are and remain the exclusive property of Oraczen and its licensors. Except for the limited license expressly granted in Section 2, no rights are granted to Customer by implication, estoppel, or otherwise. Customer may provide suggestions or feedback; Oraczen may use such feedback without restriction or obligation, and Customer assigns to Oraczen all rights in such feedback.

11. Fees, Billing, and Taxes

Fees for the Service are set out in the applicable Order and are billed and collected through AWS Marketplace in accordance with AWS's billing processes. Except as required by law or expressly stated in the Order, fees are non-cancelable and non-refundable. Customer is responsible for applicable taxes, other than taxes on Oraczen's net income. Metering and usage records maintained through AWS Marketplace are the basis for billing of usage-based or consumption components of the Service.

12. Limited Warranty and Disclaimer

Oraczen warrants that, during the subscription term, the Service will perform materially in accordance with the Documentation under normal use. Customer's exclusive remedy and Oraczen's entire liability for breach of this warranty is, at Oraczen's option, to use commercially reasonable efforts to correct the non-conformity or to terminate the affected subscription and refund any prepaid, unused fees for the affected period.

DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, THE SERVICE, AI AGENTS, OUTPUT, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND ORACZEN AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. ORACZEN DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, OR FIT FOR ANY PURPOSE.

13. Indemnification

Customer will defend, indemnify, and hold harmless Oraczen and its affiliates, officers, and employees from and against any third-party claims, damages, liabilities, and reasonable costs (including reasonable attorneys' fees) arising from (a) Customer Data or Customer Systems; (b) Customer's or its Authorized Users' use of the Service or Output in violation of this Agreement, the Acceptable Use Policy, or applicable law; or (c) Customer's reliance on or distribution of Output. Oraczen will defend Customer against third-party claims that the Service, as provided by Oraczen and used in accordance with this Agreement, directly infringes a U.S. intellectual property right, and will indemnify Customer for damages finally awarded, subject to the limitations in Section 14; this obligation does not apply to claims arising from Customer Data, Customer Systems, Output, Third-Party Models, modifications not made by Oraczen, or use in combination with non-Oraczen products.

14. Limitation of Liability

EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, OR FOR PROCUREMENT SAVINGS NOT REALIZED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIABILITY CAP. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICE THROUGH AWS MARKETPLACE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS DO NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS, A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A PARTY'S LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

15. Term and Termination

This Agreement begins on the effective date of the Order and continues for the subscription term specified in the Order, including any renewals processed through AWS Marketplace. Either party may terminate for the other party's material breach that remains uncured thirty (30) days after written notice. Oraczen may suspend the Service immediately to address a material security risk, suspected unlawful use, or violation of the Acceptable Use Policy. Upon termination, Customer's license ends and Customer must cease using the Service. Provisions relating to definitions, intellectual property, accrued fees, disclaimers, indemnification, limitation of liability, confidentiality, and the general provisions survive termination.

16. Confidentiality

Each party may receive confidential information of the other. The receiving party will use the disclosing party's confidential information only to perform under this Agreement, will protect it using at least reasonable care, and will not disclose it except to those who need it and are bound by confidentiality obligations. Confidential information does not include information that is or becomes public without breach, was independently developed, or is rightfully received from a third party. This Section does not limit Section 8.

17. Export Control and Sanctions

The Service may be subject to U.S. export-control and sanctions laws. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in an embargoed or sanctioned jurisdiction, and is not a person with whom dealings are prohibited under applicable law. Customer will not export, re-export, or use the Service in violation of such laws.

18. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Texas, United States, without regard to its conflict-of-laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in Texas will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party consents to such jurisdiction and venue, except that either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

19. General Provisions

Entire Agreement. This Agreement, together with the applicable Order, the DPA, and any policies referenced herein, is the entire agreement between the parties regarding the Service and supersedes all prior or contemporaneous understandings.

Order of Precedence. In case of conflict, the order of precedence is: (1) the applicable AWS terms as to the AWS purchasing relationship; (2) a mutually signed Order or private offer; (3) the DPA; and (4) this Agreement.

Amendments. Oraczen may update this Agreement for new subscriptions and renewals by posting an updated version to the AWS Marketplace listing; the version in effect at the start of the then-current subscription term governs that term.

Assignment. Customer may not assign this Agreement without Oraczen's prior written consent, except to a successor in connection with a merger or sale of substantially all assets. Oraczen may assign this Agreement to an affiliate or successor.

Force Majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control.

Severability; Waiver. If any provision is held unenforceable, the remaining provisions remain in effect, and no waiver is effective unless in writing.

Notices. Legal notices to Oraczen must be sent in writing to Oraczen Inc., Texas, USA, with a copy to the contact designated on the AWS Marketplace listing.

Relationship; Third-Party Beneficiary. The parties are independent contractors. This Agreement creates no agency, partnership, or joint venture, and confers no third-party beneficiary rights, except that AWS is an intended third-party beneficiary of the provisions that reference or protect AWS.

ACKNOWLEDGEMENT

By subscribing to or using the Service through AWS Marketplace, Customer acknowledges that it has read, understood, and agreed to be bound by this Agreement.

Oraczen Inc. | Texas, United States | Rewiring Enterprises with Agentic Systems