

LITEWAVE AI, INC.

END USER LICENSE AGREEMENT

Last Updated: [2026-01-15]

This End User License Agreement (this “Agreement”) is entered into by and between Litewave AI, Inc., a Delaware corporation with principal offices in California (“Litewave AI”), and the entity accepting this Agreement (“Customer”). This Agreement governs Customer’s access to and use of Litewave AI’s software and services, including Litewave AI’s multi-modal AI agents and related workflows, documentation, and support (collectively, the “Services”). Customer and Litewave AI may be referred to individually as a “Party” and collectively as the “Parties.”

If Customer purchases the Services through AWS Marketplace, Customer acknowledges that the purchase transaction is conducted through AWS Marketplace and that AWS is not a party to this Agreement and has no obligations or liability under it, consistent with AWS Marketplace agreement structure and EULA configuration concepts.

1. Definitions

1.1 “AI Outputs” means results, alerts, recommendations, analyses, summaries, classifications, extractions, or other outputs generated by the Services, including outputs derived from documents, sensor streams, images, and video feeds.

1.2 “Customer Data” means all data, content, records, files, information, and materials that are provided by or on behalf of Customer or its Users to the Services, or that Customer or its Users cause the Services to process, including any data derived from the foregoing.

1.3 “De-Identified Data” means data derived from Customer Data that has been de-identified, anonymized, and/or aggregated such that it does not identify Customer, any User, or any individual, and does not reasonably permit re-identification.

1.4 “Documentation” means Litewave AI’s then-current user guides, manuals, and technical documentation for the Services.

1.5 “Order” means the AWS Marketplace listing and ordering page, order form, statement of work, or other ordering document that identifies the subscription plan, permitted scope of use, term, and fees for the Services.

1.6 “Litewave AI Technology” means the Services, underlying software, models, agents, workflows, prompts, system designs, algorithms, user interfaces, Documentation, and any improvements, updates, or modifications thereto, excluding Customer Data.

1.7 “Users” means Customer’s and its Affiliates’ employees and contractors authorized by Customer to access and use the Services.

2. Agreement Structure; Order of Precedence

2.1 This Agreement, any applicable Order, and the Data Protection & Security Addendum attached as Exhibit A (the “DPA”) form the entire agreement between the Parties regarding the Services and supersede any prior or contemporaneous understandings on the same subject matter.

2.2 If Customer purchases through AWS Marketplace, the Order includes the applicable AWS Marketplace product listing details. AWS Marketplace permits sellers to present their own EULA for public listings, and the EULA is displayed on the product listing page.

2.3 In the event of a conflict, the following order of precedence applies: (a) a written amendment signed by both Parties; (b) the DPA for matters of data protection and security; (c) the applicable Order; and (d) this Agreement.

3. License Grant; Permitted Use

3.1 Subject to Customer’s payment of applicable fees and compliance with this Agreement, Litewave AI grants Customer a non-exclusive, non-transferable, non-sublicensable license during the subscription term to access and use the Services solely for Customer’s internal business operations and in accordance with the applicable Order and Documentation.

3.2 Customer may permit Users to access and use the Services on Customer’s behalf, provided that Customer remains responsible for Users’ acts and omissions and for compliance with this Agreement.

4. Restrictions

4.1 Customer shall not, and shall not permit any third party to, do any of the following: (a) copy, modify, translate, or create derivative works of the Services except as expressly permitted by this Agreement; (b) reverse engineer, decompile, disassemble, or attempt to derive source code, model weights, underlying structure, or non-public aspects of the Services except to the extent such restriction is prohibited by applicable law; (c) access or use the Services to build or improve a competing product or service, including by training or refining any machine learning or AI system intended to replicate or compete with the Services; (d) scrape, harvest, or systematically extract data or AI Outputs from the Services except as expressly enabled through the Services’ documented functionality; (e) perform benchmarking, penetration testing, or security testing of the Services without Litewave AI’s prior written consent; (f) circumvent or disable security features or technical limitations of the Services; or (g) use the Services in violation of applicable law.

4.2 Customer shall not use the Services for high-risk activities where failure could reasonably be expected to lead to death, personal injury, or severe physical or environmental harm, including nuclear facilities, air traffic control, or weapons systems.

5. Hosting Model; Shared Responsibility

The Services are provided solely as a Litewave AI-managed software-as-a-service offering hosted on Amazon Web Services. Litewave AI is responsible for the application layer of the Services, and AWS is responsible for the underlying cloud infrastructure. Customer is responsible for managing authorized users, the content and data it submits to the Services, and its use of the Services in compliance with applicable laws and regulations. Private cloud or on-prem deployments are governed solely by separate Private Offer or SOW terms.

6. Customer Data; Data Rights

6.1 As between the Parties, Customer retains all rights, title, and interest in and to Customer Data. Customer grants Litewave AI a limited, non-exclusive right during the term to host, process, transmit, and otherwise use Customer Data solely to provide, maintain, secure, and support the Services and as otherwise permitted by this Agreement and the DPA.

6.2 Customer represents and warrants that it has obtained, and will maintain, all rights, consents, and notices necessary for Customer Data to be provided to and processed by the Services as contemplated by this Agreement, including where Customer Data contains personal data, regulated data, or third-party confidential information.

6.3 Litewave AI will not use Customer Data to train or fine-tune any publicly available or general-purpose models. Customer Data is used solely to provide, maintain, and support the Services provided to Customer.

7. De-Identified Data; Product Improvement; AI Development

7.1 Customer authorizes Litewave AI to create and use De-Identified Data for the purposes of improving and developing Litewave AI Technology, including improving model performance, safety, quality, and reliability, developing new features, and producing analytics and insights about service usage, provided that Litewave AI does not: (a) attempt to re-identify Customer or any individual; (b) disclose De-Identified Data in a manner that identifies Customer; or (c) use Customer Data in identifiable form to train or fine-tune a general model for the benefit of other customers except as required to provide the Services to Customer or as otherwise expressly agreed in writing.

7.2 Customer acknowledges that the Services may include AI components and that Litewave AI may incorporate learnings derived from De-Identified Data into Litewave AI Technology. Customer receives no ownership interest in Litewave AI Technology or any improvements thereto by virtue of Customer's use of the Services or Litewave AI's use of De-Identified Data.

7.3 If Customer requires that certain categories of Customer Data be excluded from any de-identification and improvement workflows, the Parties may agree in writing to documented exclusions in the applicable Order.

7.4 De-identified data may be used for internal service improvement and not for training publicly available or general-purpose models.

8. AI Outputs; No Reliance; Human Oversight

8.1 Customer acknowledges that AI Outputs are generated through probabilistic methods and may be incomplete, incorrect, or not fit for Customer's particular purpose. AI Outputs are provided as decision-support tools and do not constitute legal advice, regulatory advice, quality determinations, medical advice, safety determinations, or professional services.

8.2 Customer is solely responsible for (a) assessing the accuracy and suitability of AI Outputs; (b) implementing appropriate human review and oversight; (c) validating and qualifying the Services within Customer's quality system as required by applicable GxP, GMP, GLP, and similar requirements; and (d) all decisions, actions, filings, submissions, and compliance obligations based on Customer's use of the Services or AI Outputs.

8.3 Customer shall not represent to any third party, including any regulator, that Litewave AI or the Services independently determines compliance or approves products, batches, releases, or regulatory submissions.

This allocation of validation responsibility aligns with common GxP compliance guidance that validation is a user responsibility within the user's quality management system.

9. Support; Changes

9.1 Litewave AI will provide support as described in the applicable Order or Documentation.

9.2 Litewave AI may update or modify the Services from time to time. If an update materially reduces core functionality, Customer's exclusive remedy is to terminate the affected subscription for cause as provided in Section 15, subject to any refund limitations set forth in the Order.

10. Fees; Payment; Taxes

10.1 Fees and billing terms are set forth in the Order. If purchased through AWS Marketplace, billing and payment processing may be handled by AWS Marketplace in accordance with the purchase transaction, and Customer remains responsible for payment of all applicable fees.

10.2 All fees are non-refundable except as expressly set forth in this Agreement or the applicable Order.

10.3 Fees are exclusive of taxes. Customer is responsible for all applicable taxes, duties, and similar governmental assessments, excluding taxes based on Litewave AI's net income.

10.4 Credits, usage limits, resets, expiry, and overage pricing are commercial terms governed by the applicable Order and/or AWS Marketplace listing, and the Order controls in case of conflict.

11. Confidentiality

11.1 “Confidential Information” means non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Litewave AI Technology and Documentation are Litewave AI’s Confidential Information, and Customer Data is Customer’s Confidential Information.

11.2 The receiving Party shall protect the disclosing Party’s Confidential Information using reasonable measures and shall use it only to perform or receive performance under this Agreement.

11.3 Confidentiality obligations do not apply to information that is independently developed without use of the other Party’s Confidential Information, rightfully received from a third party without restriction, or publicly available through no fault of the receiving Party.

11.4 Compelled disclosure is permitted where required by law, provided that the receiving Party gives notice to the disclosing Party when legally permitted and cooperates in seeking confidential treatment.

12. Intellectual Property; Feedback

12.1 Litewave AI retains all right, title, and interest in and to Litewave AI Technology and all intellectual property rights therein. No rights are granted except as expressly stated in this Agreement.

12.2 If Customer provides feedback, suggestions, or ideas regarding the Services, Customer grants Litewave AI a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate such feedback into Litewave AI Technology without restriction, provided Litewave AI does not identify Customer as the source without Customer’s consent.

13. Acceptable Use

13.1 Customer shall not use the Services to store or transmit unlawful content, malicious code, or content that infringes third-party rights, nor use the Services to engage in phishing, spamming, denial-of-service attacks, or other illegal activity.

13.2 Customer shall not upload or process Highly Sensitive Information unless expressly permitted in the Order and supported by the Services’ designated configuration for such data. For purposes of this Agreement, “Highly Sensitive Information” includes special category data under GDPR, protected health information

regulated by HIPAA, payment card data subject to PCI DSS obligations, and other data subject to heightened legal protections.

14. Warranties; Disclaimers

14.1 Litewave AI warrants that during the subscription term, the Services will materially conform to the Documentation under normal use. Customer must notify Litewave AI of any warranty breach within thirty (30) days after discovery. Litewave AI's sole obligation and Customer's exclusive remedy for breach of this warranty is for Litewave AI, at its option, to use commercially reasonable efforts to correct the nonconformity or, if Litewave AI cannot do so within a reasonable time, to allow Customer to terminate the affected subscription and receive a pro-rated refund of prepaid fees for the unused portion of the term.

14.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 14.1, THE SERVICES, AI OUTPUTS, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND LITEWAVE AI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LITEWAVE AI DOES NOT WARRANT THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT USE OF THE SERVICES WILL ENSURE REGULATORY COMPLIANCE.

General software warranty disclaimer approaches are common in SaaS contracting practice.

15. Term; Suspension; Termination

15.1 This Agreement begins on the effective date of the first Order and continues until all Orders have expired or been terminated.

15.2 Litewave AI may suspend access to the Services upon notice if Litewave AI reasonably determines that Customer's use (a) poses a security risk to the Services or other customers, (b) violates Section 4 or Section 13, or (c) is illegal. Litewave AI will restore access promptly after the basis for suspension is resolved.

15.3 Either Party may terminate an Order for material breach if the breaching Party fails to cure within thirty (30) days after written notice.

15.4 Upon expiration or termination, Customer's right to access the Services ceases. Data return and deletion obligations are governed by the DPA.

16. Limitation of Liability

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA

(EXCEPT AS EXPRESSLY PROVIDED IN THE DPA FOR DATA SECURITY OBLIGATIONS), OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO LITEWAVE AI FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16.3 The limitations in this Section 16 do not apply to a Party's fraud, willful misconduct, or infringement of the other Party's intellectual property rights, or to the extent prohibited by law.

17. Indemnification

17.1 Litewave AI will defend Customer against any third-party claim alleging that the Services, as provided by Litewave AI and used in accordance with this Agreement, infringe a third party's U.S. intellectual property rights, and will pay damages finally awarded or agreed in settlement, provided that Customer promptly notifies Litewave AI and allows Litewave AI to control the defense and settlement.

17.2 Litewave AI has no obligation under Section 17.1 to the extent the claim arises from (a) Customer Data, (b) Customer's configurations or modifications not made by Litewave AI, (c) combination with third-party products or services not provided by Litewave AI, or (d) use of the Services in violation of this Agreement.

17.3 If the Services become, or in Litewave AI's opinion are likely to become, the subject of an infringement claim, Litewave AI may, at its option, procure the right for Customer to continue use, modify the Services to be non-infringing, replace with a functionally equivalent offering, or terminate the affected Order and refund prepaid fees for the unused portion.

17.4 Customer will defend Litewave AI against any third-party claim arising from Customer Data, Customer's use of the Services in violation of this Agreement, or Customer's products, services, manufacturing processes, or regulatory submissions, and will pay damages finally awarded or agreed in settlement, subject to the same notice and control requirements.

18. Compliance; Export Controls

18.1 Each Party shall comply with applicable laws in performance of this Agreement.

18.2 Customer shall comply with all applicable export control and sanctions laws and shall not permit access to the Services in violation of such laws.

19. Governing Law; Venue

19.1 This Agreement is governed by the laws of the State of Delaware, excluding its conflict of laws principles.

19.2 Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and each Party consents to such jurisdiction and venue.

19.3 Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction to prevent actual or threatened misuse of its Confidential Information or infringement of its intellectual property rights.

20. Miscellaneous

20.1 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets.

20.2 Force Majeure. Neither Party is liable for failure to perform due to events beyond its reasonable control.

20.3 Severability. If any provision is unenforceable, the remainder remains in effect.

20.4 Notices. Notices must be in writing and delivered by email and/or recognized courier to the addresses set forth in the Order or as otherwise designated.

IN WITNESS WHEREOF, Customer accepts this Agreement electronically or by execution of an Order.

EXHIBIT A

DATA PROTECTION & SECURITY ADDENDUM (DPA)

This Data Protection & Security Addendum ("DPA") is incorporated into the Agreement and applies to Litewave AI's Processing of Personal Data contained in Customer Data on Customer's behalf. This DPA is intended to support compliance with applicable data protection laws, including GDPR and the California Consumer Privacy Act and its

amendments (collectively, “Data Protection Laws”). The Parties acknowledge that DPAs are standard in B2B SaaS arrangements to define roles, scope, and security measures.

1. Definitions

1.1 “Personal Data” has the meaning given under applicable Data Protection Laws and includes any personal data contained in Customer Data.

1.2 “Process” and “Processing” have the meanings given under Data Protection Laws.

1.3 “Controller” means Customer to the extent Customer determines the purposes and means of Processing Personal Data.

1.4 “Processor” means Litewave AI to the extent Litewave AI Processes Personal Data on Customer’s behalf under the Agreement.

1.5 “Security Incident” means unauthorized access to, acquisition of, or disclosure of Personal Data in Litewave AI’s control, or a material compromise of Litewave AI’s systems used to provide the Services that affects the confidentiality, integrity, or availability of Personal Data.

2. Roles; Scope of Processing

2.1 Customer is the Controller and Litewave AI is the Processor with respect to Personal Data Processed by Litewave AI on Customer’s behalf, except where Litewave AI acts as a Controller for Personal Data it Processes for its own business purposes outside Customer instructions, such as account administration, billing contacts, and security operations.

2.2 Litewave AI shall Process Personal Data only (a) to provide the Services and perform Litewave AI’s obligations under the Agreement; (b) in accordance with Customer’s documented instructions as reflected in the Agreement, the applicable Order, and Customer’s use of the Services’ controls; and (c) as required by applicable law. If Litewave AI believes Customer’s instruction violates applicable law, Litewave AI shall notify Customer unless prohibited by law.

2.3 **Customer Data is processed solely to provide and support the Services and is not used to train public or general-purpose models.**

3. CCPA/CPRA Service Provider Terms

3.1 To the extent applicable, the Parties intend that Litewave AI acts as a “service provider” or “processor” under California Data Protection Laws when Processing Personal Data on Customer’s behalf. Litewave AI shall not “sell” or “share” Personal Data as those terms are defined under California Data Protection Laws.

3.2 Litewave AI shall not retain, use, or disclose Personal Data for any purpose other than providing the Services under the Agreement, except as permitted by California

Data Protection Laws for service providers, including using Personal Data for internal uses to improve service quality, to detect security incidents, and to protect against fraudulent or illegal activity, provided such Processing does not involve selling or sharing Personal Data.

4. Confidentiality

4.1 Litewave AI shall ensure that its personnel authorized to Process Personal Data are bound by confidentiality obligations at least as protective as those set forth in the Agreement and this DPA.

5. Security Measures

5.1 Litewave AI shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Personal Data against Security Incidents and to preserve confidentiality, integrity, and availability.

5.2 Litewave AI's security program will consider the nature of the Services, the sensitivity of Personal Data, and the state of the art. Litewave AI may update its security measures over time, provided that updates do not materially diminish the overall level of protection.

6. Subprocessors

6.1 Customer authorizes Litewave AI to engage subprocessors to assist in providing the Services. Litewave AI shall enter into written agreements with subprocessors that impose data protection obligations substantially similar to those in this DPA.

6.2 Litewave AI shall remain responsible for its subprocessors' performance of their obligations with respect to Processing of Personal Data under this DPA.

6.3 Upon Customer's reasonable written request, Litewave AI shall provide information regarding the categories of subprocessors used to provide the Services.

6.4 Litewave AI maintains a current list of subprocessors (name, purpose, location) and provides at least thirty (30) days' advance notice of material subprocessor changes.

7. International Transfers

7.1 Customer acknowledges that Litewave AI may Process Personal Data in the United States and other jurisdictions where Litewave AI or its subprocessors maintain facilities.

7.2 Where Data Protection Laws require a transfer mechanism for cross-border transfers, the Parties shall cooperate in good faith to implement an appropriate mechanism, including standard contractual clauses where applicable.

8. Security Incident Notification and Response

8.1 Litewave AI shall notify Customer without undue delay after becoming aware of a confirmed Security Incident involving Personal Data in Litewave AI's control. Such notice shall include, to the extent reasonably available, a description of the nature of the incident, the categories of affected Personal Data, and the measures taken or proposed to address the incident.

8.2 Litewave AI shall take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent recurrence.

8.3 Litewave AI's notification of a Security Incident is not an admission of fault or liability.

9. Assistance and Cooperation

9.1 Taking into account the nature of the Processing and information available to Litewave AI, Litewave AI shall provide reasonable assistance to Customer in responding to data subject requests to exercise rights under Data Protection Laws to the extent Customer cannot fulfill such requests using the Services' self-service features.

9.2 Litewave AI shall provide reasonable assistance with Customer's data protection impact assessments and consultations with supervisory authorities where required by Data Protection Laws, limited to Processing performed by Litewave AI under the Agreement.

9.3 Litewave AI may charge reasonable fees for assistance that requires material effort beyond the Services' standard functionality.

10. Data Retention; Deletion; Return

10.1 During the term, Customer may retrieve or export Customer Data using the Services' functionality, subject to the applicable Order.

10.2 Upon expiration or termination of the Services, Litewave AI shall, upon Customer's written request made within thirty (30) days following termination or expiration, return Customer Data in a commercially reasonable format, or provide Customer with a reasonable opportunity to retrieve Customer Data using the Services, unless legally prohibited.

10.3 After the return period, Litewave AI shall delete Customer Data from its production systems within a commercially reasonable time, except to the extent retention is required by law or maintained in backups subject to secure retention and deletion cycles.

10.4 Customer accesses processed data and outputs within the Litewave AI application. Litewave AI does not deliver processed Customer Data outside the Services except as expressly agreed.

11. Audit Rights

11.1 Upon reasonable prior written notice and no more than once per twelve (12) months, Customer may request information reasonably necessary to confirm Litewave AI's compliance with this DPA, which Litewave AI may satisfy by providing (a) a summary of relevant security controls, (b) a third-party audit report or certification then available (if any), or (c) responses to a written security questionnaire, provided such disclosure does not require Litewave AI to disclose trade secrets, model internals, or confidential security-sensitive details that would materially increase risk.

11.2 Any audit-related materials disclosed by Litewave AI shall be treated as Litewave AI Confidential Information and used solely for compliance verification.

12. Liability

12.1 Liability under this DPA is subject to the limitations of liability set forth in the Agreement, except to the extent prohibited by applicable law.

13. Processing Details

13.1 Subject Matter. Processing of Personal Data as necessary to provide and support the Services.

13.2 Duration. Processing during the term of the applicable Order and for the return and deletion period described in Section 10.

13.3 Nature and Purpose. Hosting, storing, transmitting, analyzing, and otherwise Processing Personal Data to provide the Services' functionality, including document and media analysis, workflow automation, compliance risk surfacing, reporting, and customer support.

13.4 Categories of Data Subjects. Customer personnel and other individuals whose Personal Data is included in Customer Data, which may include employees, contractors, suppliers, or other individuals depending on Customer's use case.

13.5 Categories of Personal Data. The categories depend on Customer's use and may include identifiers, contact details, employment-related information, operational records, audit and compliance records, and metadata associated with documents, sensor feeds, and video, to the extent uploaded or processed by Customer.

13.6 Special Categories and Highly Sensitive Information. Customers shall not submit special categories of Personal Data or other Highly Sensitive Information unless expressly permitted in the Order and supported by the Services' designated configuration for such data.