



TERMS OF SERVICE (Agentic Document Extraction & Agentic Object Detection)

These Terms of Service (these “**Terms**”) govern your use of the Solution as made available by LandingAI, Inc. (“**LandingAI**”), unless otherwise expressly agreed upon in a separate written agreement executed by both Parties. “**You**” or “**Customer**” refers to you or the company or entity on whose behalf you agreed to these Terms. LandingAI and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

1. ACCEPTANCE OF TERMS.

These Terms are effective, and you agree to be bound by these Terms, on the date you first click a button titled “Create Account” (the “Effective Date”). If you are accepting these Terms on behalf of Customer, you represent and warrant that you have the authority to bind Customer to the terms and conditions of these Terms.

2. USE OF OUR SOLUTION

(a) Solution. LandingAI grants to Customer a limited, non-exclusive, non-transferable right to access the Solution during the Term, including via Authorized Users, if applicable, solely for Customer’s internal business purposes via use of the LandingAI API, subject to compliance with these Terms and the terms and conditions governing use of the LandingAI API. Customer agrees not to and not to allow anyone else directly or indirectly, to use the Solution in any manner beyond what is anticipated in these Terms or API terms. “**Solution**” means LandingAI’s computer vision solution relating to agentic document extraction, agentic object detection and related applications made available to Customer under these Terms and “**Authorized Users**” means end users, employees or contractors that Customer expressly authorizes to access and use the Solution.

(b) Reservation of Rights. LandingAI reserves all rights, title and interest in and to the Solution and LandingAI API. No rights are granted to Customer other than as expressly set forth herein.

(c) Use Restrictions. Customer will not and will not permit any person or entity (including, Authorized Users) to, directly or indirectly: (i) copy, modify or create any derivative work based upon any portion of the Solution, except as expressly permitted herein; (ii) reverse engineer, decompile, decode, disassemble, engage in model extraction or stealing attacks, prompt injection attacks or otherwise attempt to derive or gain improper access to any software components, models, algorithms or systems of the Solution; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Solution to any other person or entity, or otherwise allow any person or entity to use the Solution for any purpose other than for the benefit of Customer in accordance with these Terms; (iv) use the Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Rights or other right of any person or entity, or that violates any applicable law or regulation; (v) interfere with, or disrupt the integrity or performance of, the Solution, or any data or content contained therein or transmitted thereby; (vi) access or search the Solution (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or



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mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Solution features provided by LandingAI for use expressly for such purposes; (vii) use the Solution in a manner that violates the AUP; or (viii) use the Output, Solution or any other LandingAI Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Solution. “IP Rights” means all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights. “AUP” means the Acceptable Use Policy available at <https://landing.ai/va-aup> which forms part of these Terms.

(d) Authorized Users. Customer will not allow anyone to use or access the Solution other than its Authorized Users. Each Authorized User will create and use their own login credentials to access the Solution, and Customer agrees that it and its Authorized Users will access and use the Solution only in compliance with these Terms and Customer is responsible for all acts or omissions by its Authorized Users in this regard

(e) Support. LandingAI will provide Customer with reasonable customer support for the Solution in accordance with the standard support terms that it makes available to its customers for the Solution.

(f) Third-Party Services. Certain features and functionalities within the Solution may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “**Third-Party Services**”) through the Solution. LandingAI does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Solution or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Solution.

(g) Subprocessors. Customer acknowledges and agrees that LandingAI may engage a Third-Party Service to reproduce, store and subprocess the Customer Materials to provide the Solution to Customer. LandingAI shall ensure that any such Third-Party Service is bound by confidentiality restrictions that prohibit such Third-Party Service from using the Customer Materials for the benefit of any party other than LandingAI.

3. OWNERSHIP AND LICENSES.

(a) Customer Materials. The Customer Materials are Customer’s Confidential Information. As between the Parties, Customer owns and retains all right, title and interest in and to all Customer Materials. “**Customer Materials**” means all information, data, images, video, text, metadata,



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labels, content and other materials, in any form or medium, that is provided, communicated or otherwise uploaded, by or on behalf of Customer or Customer's end users through the Solution or to LandingAI in connection with Customer's or Customer's end users' use of the Solution, excluding Usage Data.

(b) Output. The Solution will generate information, such as object detection data, counts and segmentation data (collectively, "**Output**") in response to your use of the Solution and Customer Materials uploaded to or otherwise provided via the Solution. The Output is Confidential Information of Customer. As between the Parties, to the extent permitted by applicable law, you, as our Customer owns all Output.

(c) Use of Customer Materials and Output. Even though you own the Customer Materials and the Output, you agree that LandingAI may reproduce, store, modify and otherwise use the Customer Materials and Output for any of the purposes listed below. To this end, and except as otherwise agreed between the Parties in writing, (via for example an enterprise Master Services Agreement between Customer and LandingAI), you grant LandingAI a non-exclusive, transferable, sub-licensable, royalty-free, and global license to use, store, display, reproduce, modify, create derivative works based upon, and distribute those Customer Materials and Output to do the following:

- (i) to provide, maintain, develop and improve the Solution;
- (ii) to develop, train and finetune LandingAI's models;
- (iii) to verify general updates and improvements to the Solution; and
- (iv) to comply with applicable law.

(d) Usage Data. You also agree that LandingAI may monitor Customer's use of the Solution and collect, compile and derive Usage Data (including related statistics) including based on Customer Materials, provided that, in each case, such data is de-identified from and does not include any personal data and that LandingAI may use Usage Data to operate, support, analyze and improve the Solution, and for other lawful business purposes. LandingAI will not disclose Usage Data to any third party in a manner that identifies Customer or any natural person, except (A) to the extent required by with law or regulation or an order or subpoena of any administrative agency or court of competent jurisdiction or (B) to contractors and service providers acting on LandingAI's behalf. Subject to these Terms, LandingAI will not share Customer Materials with a third party without Customer's consent. "**Usage Data**" means the account and login information for each user, including Authorized User, and the technical logs, data, and learnings that LandingAI generates from Customer's use of the Solution and the Solution's processing of Customer Materials, such as frequency of logins, volume of Customer Materials collected, number of models deployed, feature usage and engagement.



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(e) AI. GIVEN THE PROBABILISTIC AND PREDICTIVE NATURE OF MACHINE LEARNING, THE SOLUTION MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, INCOMPLETE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE CUSTOMER MATERIALS PROVIDED AND CUSTOMER'S COMPLIANCE WITH THESE TERMS, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, LANDINGAI WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER MATERIALS, THE OUTPUT OR THEIR USE. Customer will evaluate the content, robustness, reliability and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

(f) Feedback. From time to time Customer or its employees, contractors, or representatives may provide LandingAI with suggestions, comments, feedback or the like with regard to the Solution (collectively, "**Feedback**") which LandingAI may use and exploit in connection with LandingAI's business purposes, including, without limitation, the testing, development, maintenance and improvement of any and all Solutions.

4. FINANCIAL TERMS.

(a) Payment Terms. Customer will pay LandingAI the applicable fees for access to the Solution as communicated by LandingAI to Customer or as otherwise agreed to between LandingAI and Customer ("**Fees**") LandingAI will charge Customer's selected payment method (such as a credit card, debit card or other method available in Customer's home country) for any Fees on the applicable payment date, including any applicable taxes. If LandingAI cannot charge Customer's selected payment method for any reason (such as expiration or insufficient funds), Customer remains responsible for any uncollected amounts. In accordance with local law, LandingAI may update information regarding Customer's selected payment method if it is provided with such information by Customer's financial institution.

(b) Taxes. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to LandingAI hereunder, other than any taxes imposed on LandingAI's income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to LandingAI hereunder, Customer will pay an additional amount, so that LandingAI receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

5. REPRESENTATIONS AND WARRANTIES.

(a) General. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into these Terms; and (ii) the execution, delivery and performance of these Terms



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by it have been duly authorized by all necessary actions and do not violate its organizational documents.

(b) Customer Representations. Customer represents and warrants the following:

(i) LandingAI's use of the Customer Materials in accordance with these Terms will not infringe or violate any IP Rights or other rights of any third party (including publicity and privacy rights) or cause a breach of any Terms or obligations between Customer and any third-party.

(ii) Customer has obtained and will maintain all rights and permissions required to submit the Customer Materials to LandingAI for use in accordance with these Terms.

(iii) Customer will not submit any Customer Materials to the Solution or to LandingAI (a) in violation of applicable law, including, without limitation, data privacy laws or (b) for which Customer has not obtained all rights and permissions to submit to LandingAI for use in accordance with these Terms.

(c) LandingAI Representations. LandingAI represents and warrants that: (i) Customer's use of the aspects of the Solution that are proprietary to LandingAI (which for the avoidance of doubt excludes any third-party IP Rights or data) in accordance with these Terms does not infringe or violate any IP Rights or other rights of any third party; and (ii) it has all rights and permissions required to provide the Solution in accordance with these Terms.

(d) Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, THE SOLUTION AND OTHER LANDINGAI IP ARE PROVIDED ON AN "AS IS" BASIS, AND LANDINGAI MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE SOLUTION OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER.

6. **TERM AND TERMINATION**. The term of these Terms begins on the Effective Date and continues in effect for so long as Customer pays Fees in accordance with Section 4 (the "Term"). Customer may terminate these Terms, effective upon written notice to LandingAI, if LandingAI materially breaches these Terms, and such breach remains uncured 30 days after Customer provides LandingAI with written notice of such breach. LandingAI may terminate these Terms for any reason upon 30 days' prior written notice to Customer.
7. **EFFECT OF TERMINATION**. Upon expiration or termination of these Terms: (i) each Party will make no further use of any Confidential Information belonging to the other Party that is specific to these Terms, and will promptly return to the other Party (or destroy) all such Confidential Information of the other Party in its possession or control, except for any archived electronic communications which may be stored confidentially; (ii) Customer's and its Authorized Users' license and/or right to use the Solution will immediately terminate; and (iii) all Fees owed by Customer to LandingAI pursuant to these Terms (as applicable) will be immediately due. The rights and obligations of LandingAI and Customer



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contained in Sections 2(c), 2(d), 3, 4, 5(d), and 7-11 will survive any expiration or termination of these Terms.

8. CONFIDENTIALITY

(a) Confidentiality. As used herein, “**Confidential Information**” means any information that one Party (the “**Disclosing Party**”) provides to the other Party (the “**Receiving Party**”) in connection with these Terms, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Solution will be deemed Confidential Information of LandingAI. The Receiving Party will only use the Disclosing Party’s Confidential Information to exercise the Receiving Party’s rights and fulfill its obligations under these Terms, and will use the same degree of care (but not less than reasonable care) that it uses to protect its own Confidential information to: (i) not use or disclose any Confidential Information of the Disclosing Party except as expressly permitted herein; and (ii) limit access to the Confidential Information to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under these Terms and who are bound by written terms with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure. The terms and conditions of these Terms will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party’s advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(b) Exclusions. Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

9. LIMITATION OF LIABILITY.

(a) Exclusion of Damages. TO THE EXTENT PERMITTED BY LAW, EXCEPT AS SET FORTH IN SECTION 9(c), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, GOODWILL, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS.



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(b) Total Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL LANDINGAI'S TOTAL CUMULATIVE AGGREGATE LIABILITY TO CUSTOMER UNDER THESE TERMS EXCEED THE FEES PAID BY CUSTOMER TO LANDINGAI IN THE 12 MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT AND THE CAPS ARE NOT CUMULATIVE AND IF CUSTOMER RECOVERS AMOUNTS PURSUANT TO ONE OR MORE CLAIMS THOSE AMOUNTS WILL BE DEDUCTED FROM EACH CAP.

(c) Exceptions. THE FOREGOING EXCLUSIONS AND LIMITS IN SECTION 9(a) DO NOT APPLY TO LIABILITY OR OBLIGATIONS ARISING UNDER SECTION 2(c) (USE RESTRICTIONS), CUSTOMER'S PAYMENT OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS AND INDEMNITY OBLIGATIONS.

10. INDEMNIFICATION

(a) Indemnification by LandingAI. Subject to Section 10(b), LandingAI will defend Customer from and against any claims, demands, proceedings, investigations or suits brought by a third party alleging that the Solution provided by LandingAI infringes or misappropriates such third party's IP Rights (each, a "**Claim Against Customer**") and indemnify Customer for any finally awarded damages or settlement amount approved by LandingAI in writing to the extent arising from a Claim Against Customer, and any reasonable attorneys' fees of Customer associated with providing written notice of a Claim Against Customer to LandingAI.

(b) Exclusions. LandingAI's obligations under Section 10(a) will not apply to the extent that the underlying Claim Against Customer arises from or as a result of: (i) Customer's breach of these Terms, negligence, willful misconduct or fraud; (ii) any Customer Materials, or Output; (iii) Customer's failure to use any enhancements, modifications or updates to the Solution that have been provided by LandingAI; (iv) modifications to or configuration of the Solution by anyone other than LandingAI; or (v) combinations of the Solution with software, data or materials not provided by LandingAI.

(c) Indemnification by Customer. Customer will defend LandingAI from and against any claims, demands, proceedings, investigations, or suits brought by a third party alleging that the Customer Materials infringes, misappropriates or violates a third-party's IP Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation (each, a "**Claim Against LandingAI**"). Customer will indemnify LandingAI for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim Against LandingAI, and any reasonable attorneys' fees of LandingAI associated with providing written notice of a Claim Against LandingAI.

(d) Procedure. Each Party's obligations under this Section 10 are contingent upon: (i) the Party seeking defense and indemnity (the "**Indemnified Party**") providing the other Party (the "**Indemnifying Party**") with prompt written notice of the Claim Against Customer or Claim Against



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LandingAI, as applicable (each, a “**Claim**”) (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the Indemnifying Party having the exclusive right to defend or settle such Claim; and (iii) the Indemnified Party providing all reasonably necessary cooperation to the Indemnifying Party, at the Indemnifying Party’s expense, in the defense and settlement of such Claim. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party’s prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party’s business, products or services). The Indemnified Party may participate in the defense of any Claim at its own expense, subject to the Indemnifying Party’s retention of overall control over the defense and settlement of the Claim.

11. GENERAL TERMS.

(a) Assignment. Neither Party may assign, transfer or sublicense these Terms, by operation of law or otherwise, without the other Party’s prior written consent, except to a successor entity in the event of a merger, consolidation or sale of all or substantially all of the assets of such Party in which case such prior written consent is not needed, and any attempt by either Party to do so, without such consent, will be void. Subject to the foregoing, these Terms are binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(b) Export Control. Customer affirms that: (i) it is not designated on (and is not owned by, or acting on behalf of, anyone that is designated on) a prohibited party list under the laws of the United States, including but not limited to: the Specially Designated Nationals and Blocked Persons List, the Entity List, the Denied Persons List, the Military End User List, or any other governmental list the effect of which is to prohibit transactions under the U.S. Export Administration Regulations administered by the U.S. Department of Commerce’s Bureau of Industry and Security, the sanctions laws and implementing regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the Arms Export Control Act and implementing International Traffic in Arms Regulations administered by the U.S. Department of State’s Directorate of Defense Trade Controls, and any other similar laws and regulations relating to export controls and economic and trade sanctions maintained by the United States (“**Trade Controls**”); (ii) it will ensure that neither the Solution, software, any Customer Materials, nor any technical data related thereto is used, directly or indirectly, in violation of the Trade Controls or for any purposes prohibited by the Trade Controls, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications; and (iii) it will obtain or properly utilize all necessary licenses, authorizations, exceptions, or other approvals and timely file all required filings, in each case as required for the



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use, export, or reexport of the Solution, software, any Customer Materials, or any technical data related thereto.

(c) Subcontractors. LandingAI may use subcontractors, and other third-party providers (“Subcontractors”) in connection with the performance of its own obligations hereunder as it deems appropriate; provided that LandingAI remains responsible for the performance of each such Subcontractor.

(d) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under these Terms (except for any payment obligations) due to causes beyond its reasonable control.

(e) Publicity. Customer agrees that LandingAI may refer to Customer by its trade name and logo, and may briefly describe Customer’s business, in LandingAI’s marketing materials and website.

(f) Severability. If any provision of these Terms is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of these Terms will remain in full force and effect.

(g) Entire Agreement; Modifications. These Terms are the complete and exclusive agreement between the Parties with respect to their subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to their subject matter. LandingAI may modify these Terms at any time, and such modifications will become effective once LandingAI posts a revised version of the Terms to the Solution or otherwise notifies you of such modifications. By continuing to use the Solution after the effective date of any modifications to these Terms, you agree to be bound by the modified terms.

(h) Relationship Between the Parties. Nothing in these Terms will be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other’s behalf without such other Party’s prior written consent.

(i) Non-Exclusive Remedies. Except as expressly set forth in these Terms, the exercise by either Party of any remedy under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

(j) Waiver. Either Party’s failure to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Terms will be effective unless it is in writing and signed by the Party granting the waiver.

(k) Governing Law; Venue. These Terms will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the



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United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(i) Notices. All notices required to be sent hereunder will be in writing (email being sufficient if to LandingAI: legal@landing.ai; if to Customer: the email associated with Customer's account) and will be deemed to have been given when mailed by certified mail, overnight express, or sent by email, with receipt confirmed.