

END-USER LICENSE AGREEMENT (EULA) FOR PRISM

This End-User License Agreement (this “**EULA**”) is a binding legal contract entered into by and between **Aiquire Inc.**, doing business as **Pixis** (“**Pixis**,” “**We**,” “**Our**,” or “**Us**”), and You (“**User**,” “**You**,” or “**Your**”). This EULA governs Your installation, access to, and use of **Prism**, including without limitation its proprietary software, platforms, dashboards, user interfaces, associated services, deliverables, outputs, integrations, and documentation (collectively, the “**Services**” and the “**Platform**”, as applicable).

BY CLICKING “I AGREE,” INSTALLING, ACCESSING, OR OTHERWISE USING THE SERVICES OR THE PLATFORM, YOU IRREVOCABLY ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE READ, UNDERSTOOD, AND EXPRESSLY CONSENTED TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS EULA; (B) YOU POSSESS FULL LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS EULA; AND (C) IF YOU ARE ACTING ON BEHALF OF A LEGAL ENTITY, YOU ARE DULY AUTHORIZED TO BIND SUCH ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, YOU MUST IMMEDIATELY CEASE ALL ACCESS TO AND USE OF THE SERVICES OR THE PLATFORM.

This EULA shall be read in conjunction with Pixis’s **Terms & Conditions** (the “**T&Cs**”), the **Privacy & Cookies Policy**, the **Service Level Agreement** (the “**SLA**”), and any applicable order forms, subscription agreements, or other executed instruments (each, an “**Order Form**”, and together with the foregoing, the “**Governing Documents**”). In the event of any inconsistency, the order of precedence shall be: (i) the applicable Order Form, (ii) this EULA, (iii) the T&Cs, (iv) the SLA, and (v) the Privacy & Cookies Policy.

1. License Grant

- 1.1. **Scope.** Subject to Your strict and continuing compliance with this EULA and the Governing Documents, Pixis hereby grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license to install, access, and use the Services and the Platform solely for Your business purposes and only through duly authorized employees, contractors, or consultants acting on Your behalf (collectively, “**Authorized Users**”).
- 1.2. **Reservation of Rights.** Except for the limited license expressly granted herein, all rights, title, and interest in and to the Services, the Platform and Pixis Intellectual Property (as defined in Section 4) are and shall remain vested exclusively in Pixis. All rights not expressly granted under this EULA are reserved.

2. Restrictions on Use

- 2.1. You shall not, and shall cause Your Authorized Users not to, directly or indirectly: (a) decompile, disassemble, reverse engineer, translate, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Services or the Platform; (b) copy, reproduce, alter, adapt, modify, or create derivative works of the Services or the Platform, in whole or in part; (c) sublicense, lease, lend, rent, resell, distribute, outsource, permit timesharing, provide service bureau functionality, or otherwise make the Services or the Platform available to any third party except as expressly permitted herein; (d) use the Services or the Platform for purposes of benchmarking, competitive analysis, or developing, marketing, or supporting a product or service that is substantially similar to or competitive with the Services or the Platform; (e) upload, transmit, or otherwise disseminate through the Services or the Platform any unlawful, infringing, libelous, obscene, harassing, or otherwise objectionable material; (f) introduce, transmit, or otherwise facilitate the presence of any viruses, worms, Trojan horses, ransomware, spyware, or other malicious code; (g) interfere with or disrupt the integrity, performance, or security of the Services or the Platform, Pixis’s systems, or attempt to gain unauthorized access thereto; (h) use the Services or the Platform in contravention of applicable laws, regulations, or third-party platform requirements (including, without limitation, policies imposed by Meta, Google, or Amazon); - (i) attempt to circumvent technical limitations, usage restrictions, licensing controls, or billing mechanisms imposed by Pixis.

3. User Content

- 3.1. Ownership.** You retain all rights, title, and interest in and to all data, files, content, information, and materials ("**User Content**") that You or Your Authorized Users input, upload, transmit, or otherwise provide in connection with the Services.
- 3.2. License to Pixis.** You hereby grant to Pixis a non-exclusive, royalty-free, fully paid-up, worldwide, revocable license (with rights to sublicense) to use, process, store, reproduce, adapt, display, and transmit User Content solely to the extent necessary to deliver, operate, support, secure, enhance, and improve the Services and the Platform, and for purposes otherwise expressly authorized under this EULA or the Governing Documents.
- 3.3. Representations and Warranties.** You represent, warrant, and covenant that: - (a) You possess all rights, licenses, consents, and permissions necessary to provide User Content to Pixis; - (b) User Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property, privacy, contractual, or other proprietary rights of any third party; - (c) User Content is compliant with all applicable laws, industry standards, and advertising regulations.
- 3.4. Indemnity.** You shall indemnify, defend, and hold Pixis harmless from and against any claims, damages, liabilities, or losses arising from or related to User Content.

4. Pixis Intellectual Property

- 4.1.** All rights, title, and interest in and to the Services and the Platform, including without limitation software code, algorithms, models (including generative AI models), data structures, workflows, APIs, trade secrets, documentation, designs, user interfaces, and any modifications, enhancements, or derivative works thereof (collectively, the "**Pixis Intellectual Property**" or "**Pixis IP**"), shall remain exclusively vested in Pixis. Except for the limited license rights expressly conferred in Section 1, no license, assignment, or transfer of any rights in Pixis IP is granted.

5. Third-Party Elements

- 5.1.** The Services and the Platform may incorporate, interoperate with, or rely upon third-party software, data sets, APIs, or open-source components ("**Third-Party Elements**"). Use of such Third-Party Elements shall be subject to the applicable third-party licenses and terms.
- 5.2.** Pixis expressly disclaims any liability for the availability, operation, modification, discontinuation, or accuracy of Third-Party Elements. You bear sole responsibility for compliance with applicable third-party licenses.

6. Service Levels and Support

- 6.1.** Pixis shall provide service availability, maintenance, and support in accordance with the SLA then in effect.

7. Privacy and Data Protection

- 7.1.** Pixis's collection, use, processing, transfer, and storage of any data in connection with the Services shall be governed by the Privacy & Cookies Policy. By accessing or using the Services, You expressly consent to such processing.
- 7.2.** Pixis shall implement and maintain commercially reasonable administrative, technical, and organizational safeguards to protect the confidentiality, integrity, and availability of data processed through the Services and the Platform. Customer shall not use the Services or the Platform in a manner that would cause either Party to breach applicable data protection laws, including GDPR, CCPA, or similar frameworks.

8. Fees and Payments

- 8.1. All fees, charges, and payment obligations relating to the Services shall be as specified in the applicable Order Form(s) and governed by the T&Cs.
- 8.2. All fees are exclusive of applicable taxes, duties, and levies, which shall be borne solely by You.
- 8.3. Except as expressly provided in the Governing Documents, all fees are non-cancellable and non-refundable.

9. Disclaimer of Warranties

- 9.1. THE SERVICES AND THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIXIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. PIXIS MAKES NO WARRANTY THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR WILL ACHIEVE ANY PARTICULAR OUTCOME.

10. Indemnification

- 10.1. You shall indemnify, defend, and hold harmless Pixis, its affiliates, officers, directors, employees, agents, contractors, and representatives against any and all claims, demands, suits, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Your or any Authorized User's breach of this EULA or any Governing Document; (b) User Content; or (c) misuse, abuse, or unauthorized use of the Services or the Platform.

11. Limitation of Liability

- 11.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. EXCEPT FOR LIABILITY ARISING FROM (A) BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) INFRINGEMENT OR MISAPPROPRIATION OF PIXIS IP, OR (C) INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO PIXIS UNDER THE APPLICABLE ORDER FORM DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination

- 12.1. This EULA shall remain in effect for the term specified in the applicable Order Form, unless earlier terminated in accordance with this Section.
- 12.2. Pixis may suspend or terminate Your access to the Services and the Platform immediately upon written notice if You materially breach this EULA or any Governing Document.
- 12.3. Upon termination or expiration, all rights and licenses granted herein shall automatically terminate, and You shall immediately discontinue all use of the Services and the Platform, permanently delete or destroy all related software, documentation, and Confidential Information, and certify compliance in writing upon Pixis's request.
- 12.4. Any provisions of this EULA that, by their nature, are intended to survive termination shall so survive, including without limitation provisions regarding Pixis IP, confidentiality, disclaimers, indemnification, and limitations of liability.

13. Dispute Resolution and Governing Law

- 13.1.** This EULA shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law principles.
- 13.2.** Any dispute, claim, or controversy arising out of or in connection with this EULA shall be resolved in accordance with the arbitration provisions set forth in the T&Cs.

14. General Provisions

- 14.1. Entire Agreement.** This EULA, together with the Governing Documents, constitutes the entire agreement between the Parties with respect to the Services.
- 14.2. Amendments.** Pixis may amend or update this EULA from time to time by publishing revised terms. Continued use of the Services constitutes acceptance of such revised terms.
- 14.3. Waiver.** No waiver of any term or right under this EULA shall be effective unless in writing and duly executed by an authorized representative of the waiving Party. No failure or delay in exercising any right shall operate as a waiver thereof.
- 14.4. Severability.** If any provision of this EULA is held to be invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be replaced with one that most closely reflects the Parties' original intent.
- 14.5. Notices.** All notices or other communications required under this EULA shall be provided in writing and delivered in accordance with the notice provisions set forth in the T&Cs.
- 14.6. Contact Information.** If you have any questions, complaints or claims with respect to this Agreement and/or the Services, please contact us via email at support@pixis.ai or our mailing address:

Aiquire Inc.

21 W 46TH ST STE 0801, NEW YORK, NY 10036

ACCEPTANCE

By clicking "I Agree," installing, or using the Services or the Platform, You acknowledge that You have carefully read, fully understood, and unconditionally agreed to be legally bound by this EULA.