EXHIBIT A: BOLTZ TERMS OF SERVICE

Version: October 29, 2026

These Terms of Service (this "**Agreement**") are between you ("**Customer**") and Boltz PBC ("**Boltz**") and is effective upon the earlier of when Customer enters into an Order Form with Boltz or when Customer begins accessing or using the Services. Boltz and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." For AWS Marketplace purchases, contract acceptance and the subscription start date are governed by Exhibit D.

BY ACCESSING OR USING THE SERVICES, YOU ARE EXPRESSLY ACCEPTING AND AGREEING TO THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT USE THE SERVICES EITHER YOURSELF OR ON BEHALF OF THE ENTITY. BOLTZ MAY MODIFY THIS AGREEMENT FROM TIME TO TIME WITH NOTICE TO CUSTOMER. TOGETHER WITH SUCH MODIFIED TERMS, BOLTZ WILL IDENTIFY THE EFFECTIVE DATE OF THE MODIFICATIONS BY INDICATING WHEN THIS AGREEMENT WAS LAST UPDATED. FOR AWS MARKETPLACE PURCHASES, EXHIBIT D GOVERNS ACCEPTANCE AND AMENDMENTS.

1. Definitions. Capitalized terms shall have the meaning assigned to them in this Agreement.

"**Authorized User(s)**" means individuals authorized by Customer to access and use the Services on Customer's behalf.

"**Customer Materials**" means any data, information or other material provided, uploaded, or submitted by Customer or its Authorized Users in the course of using the Services. For avoidance of doubt, Customer Materials does not include Usage Data.

"**Documentation**" means the Services documentation, manuals, and guides made available by Boltz to Customer and updated from time to time.

"**Order Form**" means the digital or physical ordering document identifying the products and related Fees as applicable for Customer's authorized purchases from Boltz. For clarify "Order Form" includes any Services and Fees descriptions selected by Customer for Services when creating a Customer Account or later selected by Customer through Customer's Account. Order Forms shall be deemed incorporated herein by reference. For AWS Marketplace purchases, Order Form includes the accepted Marketplace Offer as defined in Exhibit D.

"**Services**" means Boltz's software-as-a-service platform, APIs, AI models, and related technology and software, including any updates thereto, ordered by Customer and provided by Boltz pursuant to an applicable Order Form.

"**Usage Data**" means data and information related to Customer's or its Authorized Users' use of the Services or Customer Materials which Boltz uses solely in a deidentified form to derive data or insights. For avoidance of doubt, Usage Data does not include Customer Materials that have not been anonymized and Boltz will not use any Customer Materials to train its models without Customer's prior authorization.

2. Scope of Services and Restrictions.

2.1. Right to Use. Subject to Customer's compliance with the terms and conditions of this Agreement and the applicable Order Form, Boltz hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to permit its Authorized Users to access and use the Services and Documentation during the applicable Order Form term for Customer's internal business purposes.

2.2. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the rights granted in this Agreement. Without limiting the foregoing and except as expressly set forth in this Agreement, Customer shall not and shall not permit any third party to: (a) modify, adapt, alter, translate, or create derivative works of the Services; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Services, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Services to any third party; (d) remove, alter, or obscure in any way any notices (including copyright, patent, and trademark notices and symbols) of Boltz or its licensors or suppliers contained on or within any copies of the Services or Documentation; (e) use the Services for the purpose of creating a product or service competitive with the Services; (f) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services; (g) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services; or (h) use the Services other than as described in this Agreement or the applicable Documentation, or in violation of applicable laws. Customer shall be responsible for any violation of these terms by its Authorized Users.

2.3. Account Management. To use the Services, Customer will be required to create an account ("**Account**"). Customer agrees to provide Boltz with accurate, complete, and updated information for Customer's Account. Customer is solely responsible for any activity on its Account and for maintaining the confidentiality and security of its password. Boltz is not liable for any acts or omissions by Customer or its Authorized Users in connection with Customer's Account. Customer must promptly notify Boltz if it knows or has any reason to suspect that Customer's Account or password has been stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of Customer's Account. Customer agrees not to create any Account if Boltz has previously removed Customer's Account, or Boltz previously banned Customer from any of the Services, unless Boltz provides written consent otherwise. Boltz may collect, process, and use the Account information you provide to Boltz in accordance with Boltz's Privacy Notice, and by accessing and using the Services, Customer agrees to be bound by the terms of the Privacy Notice (as may be updated from time to time). Boltz's Privacy Notice is available under Exhibit C.

2.4. Publications. Customer acknowledges and agrees that, to the extent that Customer publishes any paper or other content using the Services, that Customer will acknowledge Boltz and cite Boltz's relevant publications.

2.5. Suspension. Boltz may suspend Customer's use of the Services if Boltz reasonably believes that the use of the Services by Customer poses a security risk to the Services or Boltz's other clients or users, or Customer is otherwise is in violation of the terms of this Agreement. Boltz will give Customer notice before suspending Customer's use of the Services, unless a security risk is immediate or notice is prohibited by law, in which case Boltz will provide Customer with notice as soon permitted. Customer's access to the Services will be reinstated promptly once the issue causing the suspension has been resolved. For AWS Marketplace purchases, suspension for nonpayment is subject to Exhibit D.

2.6. Boltz API. Boltz may provide functionality that permits Customer to access certain Boltz AI models via the Boltz API. In the event Customer utilizes the API to access Boltz AI models, Customer agrees to be bound by the terms and conditions of the Boltz API Supplemental Terms available under Exhibit B.

2.7. Trial Services. If Customer is accessing or using the Services on a no-fee, evaluation, proof-of-concept, or trial basis ("**Trial Services**"), Customer acknowledges and agrees that Boltz may modify or terminate the Trial Services at any time in its sole discretion, and the Trial Services may be subject to certain limitations and restrictions, or additional terms, as specified by Boltz.

Customer is only permitted to use Trial Services during the limited period as designated by Boltz (or, if not designated, until terminated in accordance with this Section). To the maximum extent permitted by law, Boltz disclaims all obligations and liabilities with respect to Trial Services, including but not limited to any warranty or indemnity obligations. TRIAL SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. NOTWITHSTANDING SECTION 10, OR ANY OTHER TERM TO THE CONTRARY IN THIS AGREEMENT, BOLTZ'S TOTAL LIABILITY TO CUSTOMER ARISING FROM THE TRIAL SERVICES WILL NOT EXCEED ONE THOUSAND DOLLARS ($1,000).

3. Fees.

3.1. Fees. Customer shall pay to Boltz the fees as set forth in each applicable Order Form ("**Fees**") and will provide accurate and current billing contact information. Customer acknowledges and agrees that, except as otherwise expressly set forth in this Agreement, Fees are non-refundable. Any excess usage charges are subject to the applicable Order Form; no automatic overage charges apply to the monthly-credit plan described in this Order.

3.2. Invoicing and Payment. Boltz will invoice Customer as otherwise specified in the applicable Order Form. Unless otherwise set forth in an applicable Order Form, Customer shall pay all invoices within thirty (30) days of the invoice date. If Customer provides credit card or debit card information for payment purposes, Customer authorizes Boltz, and its third-party payment processor (Stripe), to charge Customer's credit card, debit card, or other means of payment for all Fees, including Fees associated with excess use. Customer acknowledges and agrees that payment by credit card or debit card may be subject to separate terms between Customer and Stripe. Boltz will not be liable for the acts or omissions of Stripe. Customer shall make all payments hereunder in US dollars. If any invoiced amount is not received by Boltz by the due date, then without limiting Boltz's rights or remedies those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. For AWS Marketplace purchases, Exhibit D overrides this Section to the extent it concerns billing, collection, payment terms, late charges or nonpayment remedies.

3.3. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Boltz's income. For AWS Marketplace purchases, tax invoicing and collection are subject to Exhibit D.

4. Intellectual Property Rights.

4.1. Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark, and other intellectual property laws. Customer agrees that Boltz and/or its licensors own all right, title, and interest in and to the Services (including any and all intellectual property rights therein) and Customer agrees not to take any actions inconsistent with such ownership interests. Boltz and its licensors reserve all rights in connection with the Services and its content (other than Customer Materials and Outputs), including, without limitation, the exclusive right to create derivative works.

4.2. Customer Materials. Customer Materials will be deemed Confidential Information of Customer and as between Customer and Boltz, Customer owns and retains all right, title and interest in and to all Customer Materials, including all intellectual property rights therein. Customer represents and warrants that Boltz's use of the Customer Materials in accordance with this Agreement and in the form provided to Boltz by Customer will not violate any applicable laws or regulations, infringe or violate any intellectual property or other rights of any third party, or cause a breach of any

agreement or obligations between Customer and any third party. Customer further represents and warrants that it has all rights and permissions required to submit Input to the Services.

4.3. Additional Input and Output Specific Terms. The Services will generate outputs (each, an "**Output**") in response to Customer Materials uploaded to the Services (collectively, "**Input**"). The Input and Output will be deemed Confidential Information of Customer. As between the Parties, to the extent permitted by applicable law and subject to Section 4.1: (a) Customer owns all Input provided by Customer; and (b) subject to terms and conditions of this Agreement and Customer's compliance therewith, Customer may use Outputs for its legally permitted business purposes. Customer may not use Output to develop artificial intelligence or machine learning models that compete with Boltz.

4.4. Usage Data. Boltz owns all Usage Data. Boltz may freely use Usage Data in connection with improving, testing, and operating the Services, provided that Usage Data is in aggregate and/or deidentified form and cannot be linked specifically to Customer.

4.5. Feedback. From time-to-time Customer or its Authorized Users may provide Boltz with suggestions, comments, feedback or the like regarding the Services (collectively, "**Feedback**"). Customer hereby grants Boltz a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Boltz's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

4.6. Third-Party Materials. Certain Services may display, include or make available content, data, information, applications, services, products, or materials from third parties ("**Third-Party Materials**"). By using the Services, you acknowledge and agree that Boltz is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials. Boltz does not warrant and does not assume and will not have any liability or responsibility to Customer or any other person for any Third-Party Materials. Any part of the Services that contains or utilizes open-source software is distributed and made available under the terms of the open-source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files or Documentation. Copyrights and other proprietary rights to the open-source software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about, source files, or Documentation. The Services shall not include any code licensed under any "viral" or "copyleft" license.

5. Term and Termination.

5.1. Term. This Agreement begins on Effective Date and will remain in effect until it is terminated in accordance with the terms herein (the "**Term**").

5.2. Termination. This Agreement and the Order Forms, may be terminated by either Party: (a) if there are no currently active or in effect Order Forms, upon thirty (30) days' written notice to the other Party; (b) effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach (i) is incapable of cure, or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or (c) upon written notice to the other Party if the other Party (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

5.3. Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall (a) immediately cease use of the Services, and (b) return all Boltz Confidential Information and other materials and information provided by Boltz. Any termination or expiration shall not relieve

Customer of its obligation to pay all Fees accrued prior to termination. This Section 5.3 and Sections 1, 4, 6, 8-12 will survive any termination or expiration of this Agreement. Following expiration or termination of the Agreement, upon Customer's written request, Boltz will delete Customer Materials and stored Outputs from active systems within 60 days. Backup copies will expire according to the applicable backup retention schedule, which may extend up to 90 days after deletion from active systems. Data required to be retained by applicable law will remain protected under this Agreement and will be deleted when the legal retention requirement ends.

6. Confidentiality.

6.1. 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 this Agreement, 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 Services and Documentation will be deemed Confidential Information of Boltz and Customer Materials, including Inputs, and Outputs will be deemed Confidential Information of Customer. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as expressly permitted herein and as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party shall exercise the same degree of care to prevent unauthorized use or disclosure of Discloser's Confidential Information to others as it takes to preserve and safeguard its own information of like importance, but in no event less than reasonable care. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees, contractors, agents and advisors (collectively, "**Representatives**") who have a bona fide need to know such Confidential Information to perform under this Agreement, who have been informed of its confidential nature, and who are bound by confidentiality obligations at least as protective as those set forth in this Agreement. The Receiving Party shall be responsible for any breach of this Section 6 caused by its Representatives.

6.2. Exclusions. Confidential Information will not include any information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party or its Representatives; (b) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (c) 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 (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure.

6.3. Compelled Disclosures. If the Receiving Party is compelled by a court or other competent authority or applicable law to disclose Confidential Information of the Disclosing Party, it shall, to the extent permitted by applicable law, give the Disclosing Party prompt written notice and shall provide the Disclosing Party with reasonable cooperation so that the Disclosing Party may take steps to oppose such disclosure or obtain a protective order. If after providing such notice and assistance the Receiving Party remains required to disclose the Disclosing Party's Confidential Information, the Receiving Party shall use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information.

6.4. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of its obligations in this Section 6 or, in the case of Customer, its breach of the restrictions in Section 2.2, may cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that

monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

7. Data Security. Boltz will maintain reasonable administrative, physical, and technical security measures consistent with applicable law that are intended to protect against the loss, misuse, unauthorized access, alteration or disclosure of Customer Materials or the Services.

8. Disclaimers.

8.1. General. THE SERVICES ARE PROVIDED "AS IS" AND BOLTZ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BOLTZ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BOLTZ MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8.2. Similarity, Accuracy and Appropriateness of Output. Customer acknowledges and understands that the Services utilizes artificial intelligence models. Due to their nature, Output may not be unique and the Services may generate the same or similar output for Boltz or a third party, including other Boltz clients or users. GIVEN THE PROBABILISTIC NATURE OF ARTIFICIAL INTELLIGENCE, THE SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY, AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND CUSTOMER'S COMPLIANCE WITH THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, BOLTZ 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 INPUT, THE OUTPUT, OR THEIR USE. Customer shall evaluate the content, nature, and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

9. Indemnification.

9.1. Indemnification by Boltz. Boltz will defend, indemnify and hold Customer harmless from and against any and all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees ("**Losses**") incurred by Customer resulting from a claim, suit or proceeding brought by a third-party ("**Claims**") to the extent such Losses arise or result from allegations that the Services infringe or misappropriates such third party's intellectual property rights. If Boltz reasonably believes the Services (or any component thereof) could infringe any third party's intellectual property rights, Boltz may, at its sole option and expense use commercially reasonable efforts to: (a) modify or replace the Services, or any component or part thereof, to make it non-infringing; or (b) procure the right for Customer to continue using the Services. If Boltz determines that neither alternative is commercially practicable, Boltz may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Boltz will refund to Customer a pro-rata portion of the Fees that have been paid for the unexpired portion of the then current Term. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 9.1 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE SERVICES. For AWS Marketplace purchases, refunds are processed under Exhibit D.

9.2. Exclusions. Boltz's obligations under Section 9.1 will not apply if the underlying Claim arises from or as a result of: (a) Customer's breach of this Agreement, negligence, willful misconduct or fraud or failure to use the Services in accordance with the Documentation; (b) any Customer Materials, Input, or Output; (c) Customer's failure to use any enhancements, modifications, or updates to the Services that have been provided by Boltz; (d) modifications to or configuration of the Services by anyone other than Boltz or otherwise specifically authorized by Boltz in writing (email being sufficient); or (e) combinations of the Services with software, data or materials not provided by Boltz or not in accordance with the Documentation.

9.3. Indemnification by Customer. Customer will defend, indemnify and hold Boltz and its affiliates, officers, directors, agents, and employees ("**Boltz Indemnitees**") harmless from and against any and all Losses incurred by Boltz Indemnitees arising or resulting from Claims arising or relating from: (a) allegations that the Customer Materials, Input, or their use by Boltz in accordance with this Agreement infringes, misappropriates or violates a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (b) Customer's or an Authorized User's use of the Services to the extent such use was not in accordance with this Agreement or Documentation; (c) Customer's use of the Output, and (d) the manufacture, sale, distribution, or marketing of any Customer's products or services.

9.4. Procedure. The Party seeking defense and indemnity (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with prompt written notice of such Claim. The Indemnifying Party will have the right to defend or settle such Claim, provided it will not make any settlement of a Claim that results in any liability or imposes any obligation on the Indemnified Party without the prior written consent of such Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement of such Claim. The Indemnified Party may participate in the defense of any Claim at its own expense. An Indemnified Party's failure to perform obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations under Section 9 except to the extent that Indemnifying Party is materially prejudiced as a result of such failure.

10. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BOLTZ'S TOTAL CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE CUMULATIVE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO BOLTZ IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BOLTZ WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11. Export Restrictions. Customer understands that the Services are subject to United States export controls administered by the United States Department of Commerce and the United States Department of Treasury Office of Foreign Assets Control. Customer acknowledges and agrees that the Services may not be used, transferred, or otherwise exported or re-exported to countries as to which the United States, maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List, or the U.S. Department of State's Nonproliferation Sanctions list (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to

change without notice. By using the Services, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply with all United States export laws and assumes sole responsibility for obtaining United States government export licenses to export or re-export as may be required. Customer will defend, indemnify, and hold Boltz and its licensors harmless from and against any liabilities arising from Customer's or any of its officers, directors, employees, agents, or representatives violation of such laws or regulations.

12. General.

12.1. Relationship. The Parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties.

12.2. Third-Party Beneficiaries. Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term or condition contained herein.

12.3. Publicity. Subject to Customer's prior authorization, Customer hereby grants Boltz the right to identify Customer as a Boltz Customer, and use Customer's name, mark and logo on Boltz's website and marketing materials.

12.4. Assignment. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld), provided that a Party may assign this Agreement, without the other Party's consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.5. Force Majeure. Except for the inability to meet financial obligations, neither Party shall be responsible for failure or delay in performance by events out of their reasonable control, including but not limited to, pandemics, Internet outage, terrorism, war, fires, earthquakes, and other disasters. The Parties agree to use their best efforts to minimize the effects of such failures or delays.

12.6. Notices. All notices between the Parties shall be in writing and shall be deemed to have been given if personally delivered or sent by registered or certified mail (return receipt), or by recognized courier service. Customer agrees that all notices, disclosures, and other communications that are electronically provided satisfy any legal requirement that such communications be in writing. Notices from Boltz will be considered delivered to Customer and effective as of the time it is sent to the email address Customer uses to register its Account, or from which it otherwise emails Boltz. Customer shall send notices to Boltz at: 857 Beacon St, Apt. 63, Boston, Massachusetts, 02215. If the Order Form designates a Customer notice contact, notices to Customer must be sent to that contact instead, unless Customer subsequently designates a replacement in writing.

12.7. Entire Agreement. This Agreement, including all Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of herein and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. The commercial terms of an Order Form authorized by both Parties prevail over conflicting terms of Exhibits A and B. For AWS Marketplace purchases, the specific priority rules in Exhibit D apply. Exhibit C governs personal information but does not expand Boltz's rights to Customer Materials or Outputs under Sections 4 and 6 or override the deletion commitments in Section 5.3. Section headings are for convenience only and shall not affect interpretation of the relevant section. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative

purposes only and shall have no legal effect. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

12.8. Amendments and Waiver. Customer acknowledges and agrees that Boltz has the right, in its sole discretion, to modify this Agreement from time to time, and that such modified terms will become effective upon posting. Boltz will notify Customer of modifications through Customer's Account in the Services or email address provided to Boltz by Customer. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. For AWS Marketplace purchases, amendments are governed by Exhibit D instead of the unilateral modification provisions above.

12.9. Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Delaware, without regard to its conflict of laws provisions. Any legal suit, action, or proceeding arising out of this Agreement will be instituted exclusively in the state and federal courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts.

EXHIBIT B: BOLTZ API SUPPLEMENTAL TERMS

Version: October 29, 2026

By using the Boltz API, you ("**Customer**") agree to these Boltz API Supplemental Terms ("**API Terms**") and the Boltz Terms of Service (collectively, "**Agreement**"), the terms of which are incorporated herein by reference, and all of which govern your use of the Boltz API. Capitalized terms not defined here have their respective meanings given in the Boltz Terms of Service. By accessing and/or using the Boltz API, Customer acknowledges that these Supplemental Terms take precedence over conflicting terms of Exhibit A, except that the applicable Order Form and Exhibit D take precedence as provided in Section 12.7 of Exhibit A. Boltz reserves the right to modify these Supplemental Terms from time to time with notice to Customer. Changes affecting an existing AWS Marketplace subscription are subject to Exhibit D.

1. Definitions.

"**API**" means the Boltz application programming interface and the related documentation, data, code, and other materials provided by Boltz with the API, as updated from time to time, which has and permits the functionality in the Documentation. API functionality is included in the definition of "Services" for the purposes of the Agreement.

"**API Key**" means the security key Boltz provides to Customer for access to the API.

"**Boltz Model(s)**" means the artificial intelligence models controlled by Boltz and the underlying code for training and inference of such models. Boltz Models are included in the definition of "Services" for the purposes of the Agreement.

2. Grant of Rights and Restrictions.

2.1. Right to Use. Subject to Customer's compliance with the terms and conditions of this Agreement and the applicable Order Form, during the applicable Order Form term, Boltz hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the API and Documentation for Customer to access Boltz Models for Customer's internal business purposes. Customer must obtain an API Key through a registration process to access and use the API. Customer may not share its API Key with any third party and must keep its API Key and all log-in information secure. Customer must use the API Key as its sole means of accessing the API. Customer acknowledges and agrees that the Boltz Models made available to API customers

may not include all Boltz Models that are available to Authorized Users of the Boltz platform and Boltz has no obligation to provide access to all Boltz Models via its API.

2.2. Use Restrictions. Customer shall not use the API for any purposes beyond the scope of the rights granted in this Agreement and an applicable Order Form. Without limiting the foregoing and except as expressly set forth in this Agreement, Customer shall not and shall not permit any third party to: (a) modify, adapt, alter, translate, or create derivative works of the API; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the API, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) rent, lease, sell, assign or otherwise transfer rights in or to the API or Documentation; (d) remove any proprietary notices or labels from the API or Documentation; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the API; (f) attempt to conceal Customer's identity when requesting authorization to use the API; (g) buy, sell, or transfer API Keys from, to, or with a third party; (h) use the API to integrate Boltz Models into any Customer products, offerings, or services; (i) design or permit a Customer application or software to disable, override, or otherwise interfere with any Boltz-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; or (j) use the API other than as described in these API Terms, the Agreement, or the applicable Documentation, or in violation of applicable laws. Customer shall be responsible for any violation of these terms by its Authorized Users.

2.3. Rate Limits. Any additional limitations on Customer's access, calls, allocations, or limits, and use of the API shall be set forth in the applicable Order Form or Documentation; provided however if Customer volume of use is unreasonably high so as to materially negatively impact the use by other end users then Boltz may suspend Customer's access to the API. Promptly upon any such suspension, Boltz shall inform Customer of such event and the Parties will consult with each other in good faith to mitigate such impact prior to resuming Customer's access to the API.

EXHIBIT C: BOLTZ PRIVACY NOTICE

Last Updated: January 6, 2026

This Privacy Notice describes how Boltz PBC ("**we**", "**us**," "**our**") collects, uses and discloses information about individuals who use our website (https://boltz.bio), applications, services, tools and features, or otherwise interact with us (collectively, the "**Services**"). For the purposes of this Privacy Notice, "**you**" and "**your**" means you as the user of the Services, whether you are a customer, website visitor, representative of a company with whom we do business, or another individual whose information we have collected pursuant to this Privacy Notice.

Please read this Privacy Notice carefully. By using any of the Services, you agree to the collection, use, and disclosure of your information as described in this Privacy Notice. If you do not agree to this Privacy Notice, please do not use or access the Services.

1. CHANGES TO THIS PRIVACY NOTICE

We may modify this Privacy Notice from time to time, in which case we will update the "Last Updated" date at the top of this Privacy Notice. If we make material changes to the way in which we use or disclose information we collect, we will use reasonable efforts to notify you (such as by emailing you at the last email address you provided us, by posting notice of such changes on the Services, or by other means consistent with applicable law) and will take additional steps as required by applicable law. If you do not agree to any updates to this Privacy Notice, please do not continue using or accessing the Services.

2. COLLECTION AND USE OF YOUR INFORMATION

When you use or access the Services, we collect certain categories of information about you from a variety of sources.

Information You Provide to Us

Some features of the Services may require you to directly provide us with certain information about yourself. You may elect not to provide this information, but doing so may prevent you from using or accessing these features. Information that you directly submit through our Services includes:

- **Basic contact details**, such as name, address, phone number, and email. We use this information to create and maintain your account and provide the Services, and to communicate with you (including to tell you about products or services that may be of interest to you).

- **Account information**, such as username, password, and security questions that you select and the answers you provide. We use this information to provide the Services and to maintain and secure your account with us. If you choose to register an account, you are responsible for keeping your account credentials safe. We recommend you do not share your access details with anyone else. If you believe your account has been compromised, please contact us immediately.

- **Payment information**, such as bank account, credit or debit card information, and billing address, which we collect using a third-party payment processor. We use this information to process your payment and provide the Services.

- **Any other information you choose to include in communications with us**, for example, when sending a message through the Services.

Information We Collect Automatically

We also automatically collect certain information about your interaction with the Services ("**Usage Data**"). To do this, we may use cookies, web beacons and/or other geolocation tracking technologies ("**Tracking Technologies**"). Usage Data includes:

- **Device information**, such as device type, operating system, unique device identifier, and internet protocol (IP) address.

- **Location information**, such as approximate location / precise geolocation, if you choose to provide it.

- **Other information regarding your interaction with the Services**, such as browser type, log data, date and time stamps, clickstream data, interactions with marketing emails, and ad impressions.

We use Usage Data to tailor features and content to you, market to you, provide you with offers or promotions, run analytics and better understand user interaction with the Services. For more information on how we use Tracking Technologies and your choices, see the section below, *Cookies and Other Tracking Technologies*.

Any information we receive from outside sources will be treated in accordance with this Privacy Notice. We are not responsible for the accuracy of the information provided to us by third parties and are not responsible for any third party's policies or practices. For more information, see the section below, *Third Party Websites and Links*.

In addition to the specific uses described above, we may use any of the above information to provide you with the Services and to maintain our business relationship, including by enhancing the safety and security of our Services (e.g., troubleshooting, data analysis, testing, system maintenance, and reporting), providing customer support, sending service and other non-marketing communications, monitoring and analyzing trends, conducting internal research and development, complying with applicable legal obligations, enforcing any applicable terms of service, and protecting the Services, our rights, and the rights of our employees, users or other individuals.

Finally, we may deidentify or anonymize your information such that it cannot reasonably be used to infer information about you or otherwise be linked to you ("**deidentified information**") (or we may collect information that has already been deidentified/anonymized), and we may use such deidentified information for any purpose. To the extent we possess or process any deidentified information, we will maintain and use such information in deidentified/anonymized form and not attempt to re-identify the information, except solely for the purpose of determining whether our deidentification/anonymization process satisfies legal requirements.

3. COOKIES AND OTHER TRACKING TECHNOLOGIES

Most browsers accept cookies automatically, but you may be able to control the way in which your devices permit the use of Tracking Technologies. If you so choose, you may block or delete our cookies from your browser; however, blocking or deleting cookies may cause some of the Services, including certain features and general functionality, to work incorrectly. If you have questions regarding the specific information about you that we process or retain, as well as your choices regarding our collection and use practices, please contact us using the information listed below.

Your browser settings may allow you to transmit a "do not track" signal, "opt-out preference" signal, or other mechanism for exercising your choice regarding the collection of your information when you visit various websites. Like many websites, our website is not designed to respond to such signals, and we do not use or disclose your information in any way that would legally require us to recognize opt-out preference signals.

4. DISCLOSURE OF YOUR INFORMATION

We may disclose your information to third parties for legitimate purposes subject to this Privacy Notice, including the following categories of third parties:

- Our affiliates or others within our corporate group.
- Vendors or other service providers who help us provide the Services, including for system administration, cloud storage, security, customer relationship management, marketing communications, web analytics, payment networks, and payment processing.
- Third parties for marketing purposes.
- Third parties to whom you request or direct us to disclose information, such as through your use of social media widgets or login integration.
- Professional advisors, such as auditors, law firms, or accounting firms.
- Third parties in connection with or anticipation of an asset sale, merger, or other business transaction, including in the context of a bankruptcy.

We may also disclose your information as needed to comply with applicable law or any obligations thereunder or to cooperate with law enforcement, judicial orders, and regulatory inquiries, to enforce any applicable terms of service, and to ensure the safety and security of our business, employees, and users.

5. THIRD PARTY WEBSITES AND LINKS

We may provide links to third-party websites or platforms. If you follow links to sites or platforms that we do not control and are not affiliated with us, you should review the applicable privacy notice, policies and other terms. We are not responsible for the privacy or security of, or information found on, these sites or platforms. Information you provide on public or semi-public venues, such as third-party social networking platforms, may also be viewable by other users of the Services and/or users of those third-party platforms without limitation as to its use. Our inclusion of such links does not, by itself, imply any endorsement of the content on such platforms or of their owners or operators.

6. CHILDREN'S PRIVACY

Children under the age of 18 are not permitted to use the Services, and we do not seek or knowingly collect any personal information about children under 18 years of age. If we become aware that we have unknowingly collected information about a child under 18 years of age, we will make commercially reasonable efforts to delete such information. If you are the parent or guardian of a child under 18 years of age who has provided us with their personal information, you may contact us using the below information to request that it be deleted.

7. DATA SECURITY AND RETENTION

Despite our reasonable efforts to protect your information, no security measures are impenetrable, and we cannot guarantee "perfect security." Any information you send to us electronically, while using the Services or otherwise interacting with us, may not be secure while in transit. We recommend that you do not use unsecure channels to send us sensitive or confidential information.

We retain your information for as long as is reasonably necessary for the purposes specified in this Privacy Notice. When determining the length of time to retain your information, we consider various criteria, including whether we need the information to continue to provide you the Services, resolve a dispute, enforce our contractual agreements, prevent harm, promote safety, security and integrity, or protect ourselves, including our rights, property or products.

8. LEGAL BASES FOR USE OF YOUR INFORMATION

The legal bases for using your information as set out in this Privacy Notice are as follows:

- Where we need to perform the contract we are about to enter into or have entered into with you for the Services;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- Where we need to comply with a legal or regulatory obligation;
- Where we have your consent to process your information in a certain way.

9. CONSENT TO DATA TRANSFER

Your information is maintained and processed by us and our third-party service providers in the United States, and may also be maintained, processed, and stored in other jurisdictions that may

have different data protection law than those in your country of residence. In the event that your information is transferred in these ways, please note that we comply with applicable legal requirements governing the transfer of information across borders, such as by using standard contractual clauses. By using the Services, you agree to and acknowledge these transfers.

10. YOUR PRIVACY RIGHTS

Access, Update, Delete

You have the right to request access to the personal information we collect from you, correct, change or update that information, or delete it. You may review, update, or delete your personal information by logging into your account. Requests to access, change, or delete your information will be handled within 30 days.

Withdrawing Your Consent

If we are relying on your consent to process your personal information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent at any time by contacting us by using the contact details provided below. However, please note that this will not affect the lawfulness of the processing before its withdrawal nor, when applicable law allows, will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

Opting Out of Marketing and Promotional Communications

You may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of Boltz’s marketing emails or by contacting us by using the contact details provided below. If, at any time after registering, you change your mind about receiving information from us or about the use of information volunteered by you, please send us a request specifying your new choice. You will then be removed from the marketing lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes.

Additional Legal Rights

In accordance with the laws of certain jurisdictions, you may have certain rights and choices regarding the personal information we collect and maintain about you and how we communicate with you. Where the European Union General Data Protection Regulation (“GDPR”) or similar legal requirements apply to the processing of your personal information, especially when you access this website from a country in the European Economic Area (“EEA”) or in a jurisdiction with similar legal protections, you may have the following additional rights:

- The right to restrict our use of your personal information;
- The right to object to our use of, or certain types of disclosures, of your personal information;
- The right to request the transfer of your personal information we hold about you to a third party;
- The right to receive your personal information in a usable format and transmit it to a third party (also known as the right of data portability);
- The right to lodge a complaint with your local data protection authority. In the EEA, you can find those at: https://www.edpb.europa.eu/about-edpb/about-edpb/members_en. If you are located in Switzerland, the contact details for the data protection authorities are available here:

https://www.edoeb.admin.ch/edoeb/en/home.html. If you are located in the United Kingdom, the contact details for the Information Commissioner's Officer are available here: https://ico.org.uk/make-a-complaint/

If you have questions or comments about your privacy rights, you may contact us using the contact information below. We will consider all requests and provide our response within the time period required by applicable law. Please note, however, that certain information may be exempt from such requests in some circumstances, which may include if we need to keep processing your information for our legitimate interests or to comply with a legal obligation. We may request you provide us with information necessary to confirm your identity before responding to your request.

11. HOW TO CONTACT US

Should you have any questions about our privacy practices or this Privacy Notice, please contact us at 857 Beacon St, # 63, Boston, Massachusetts, 02215 or by e-mail at legal@boltz.bio.

EXHIBIT D AWS MARKETPLACE ADDENDUM

This Addendum applies only to purchases through AWS Marketplace. The Agreement is between Boltz and Customer; AWS is not a party to it.

1. Offer and acceptance. “Marketplace Offer” means the offer issued by Boltz and accepted by Customer through AWS Marketplace, together with the commercial schedule and legal terms attached to it. The Marketplace Offer constitutes an Order Form. Customer’s acceptance through AWS Marketplace constitutes acceptance of the Agreement without a separate signature. The subscription starts on the date stated in the accepted Marketplace Offer. A Boltz account or existing use of the Services alone does not constitute acceptance of a Marketplace Offer.

2. Priority. This Addendum prevails over conflicting provisions of the Order Form and Exhibits A, B and C concerning Marketplace acceptance, billing, payment, refunds, renewal and amendments. The accepted Marketplace Offer controls the price, commitment, payment schedule and subscription dates. The attached Order Form specifies the credit allowance, agreed usage rates and included support and must be consistent with that Offer. A specifically negotiated exception must identify the provision it overrides and must not conflict with applicable Marketplace requirements. Otherwise, Exhibit B prevails over Exhibit A for API-specific matters, and Section 12.7 of Exhibit A applies.

3. Billing and payment. All charges for the Marketplace subscription will be billed and collected through AWS Marketplace under the accepted Marketplace Offer and applicable AWS payment terms. Receipt by the applicable AWS payment-processing party discharges Customer’s corresponding payment obligation to Boltz. No separate payment to Boltz or Stripe is required for those charges. Section 3.2 of Exhibit A and any direct-invoice, net-payment or late-charge terms elsewhere in the Agreement do not apply to those charges. Taxes will be invoiced and collected in accordance with applicable law and the Marketplace arrangement; Boltz may issue any separate tax invoice required by law. AWS does not guarantee Customer’s payment.

4. Nonpayment. For Marketplace invoice nonpayment, Boltz will not suspend or terminate the subscription, impose late charges, or seek separate collection before the invoice remains unpaid for 90 days after the due date stated on Customer’s AWS invoice. Thereafter, Boltz may exercise applicable contractual remedies consistently with AWS Marketplace requirements and any applicable notice and cure provisions. This does not limit suspension for an independent security risk or other nonpayment-unrelated breach under the Agreement.

5. Credits and additional purchases. Credits are governed by the attached Order Form and are shared within the designated Boltz organization across Lab and API. No overage charges apply automatically. Additional paid credits or other changes to the Marketplace subscription require a separately accepted Marketplace purchase or amendment; they will not be charged to a separate Boltz or Stripe payment method. The monthly credit allowance is shared by Authorized Users of the designated Boltz organization across Lab and API. Credits are granted for each calendar month of the Order Term and expire at month-end in UTC, or on earlier termination. Credits do not roll over and are not usable after the Order Term. Fees and credit allowances for any first or last partial month must be specified in the applicable Order Form and, for AWS Marketplace purchases, must be consistent with the accepted Marketplace Offer. Usage beyond available credits will not be charged automatically. Additional paid credits require a separately agreed purchase; AWS Marketplace purchases must follow Exhibit D. Credit expiry does not limit any refund otherwise due under the Agreement or applicable law.

6. Refunds and cancellation. Any refund or adjustment will be processed through AWS Marketplace in accordance with the cancellation and refund policy applicable to the accepted Marketplace Offer at purchase, the Agreement and applicable law. Credit expiry does not extinguish a refund otherwise due. Any permitted termination or cancellation will also be reflected in the Marketplace agreement and billing schedule through the applicable AWS process; cancellation requests do not themselves waive Fees already committed or accrued.

7. Renewal and changes. The subscription renews only as expressly configured in the accepted Marketplace Offer; otherwise it expires at the end of its stated term. Agreed renewal pricing and non-renewal deadlines must match the Offer. Updates to Boltz’s website terms or policies do not amend the negotiated terms of an existing Marketplace subscription. Changes require agreement authorized by both Parties and, where required for the Marketplace transaction, an offer or amendment accepted through AWS Marketplace. This paragraph does not prevent legally required privacy-notice updates, which do not expand rights to Customer Materials or Outputs or change the agreed commercial terms.