PHILTERD COMMERCIAL LICENSE AGREEMENT

Version 2.0

Copyright (c) 2023-2026 Philterd, LLC. All rights reserved.

"Philter," "Phileas," "PhiSQL," and "Phirestream" are registered trademarks of Philterd, LLC.

This License Agreement ("Agreement") is entered into between Philterd, LLC ("Philterd") and you, the user of Philterd's paid Philter(TM) and Philter Desktop(TM) offerings and the services related to them (collectively, the "Commercial Offering," as further defined in Section 1). As used in this Agreement, "you" means (i) any person or entity purchasing a subscription or otherwise acquiring Philterd's permission to use the Commercial Offering (a "Customer"); (ii) any person who accesses or uses the Commercial Offering on behalf of a Customer or on behalf of themselves; and/or (iii) any person or entity authorized by the foregoing to use the Commercial Offering (including employees, agents, contractors and other authorized users of an entity acquiring a subscription from Philterd).

The person or entity who has purchased a subscription or otherwise acquired Philterd's permission to use the Commercial Offering is a "Customer." If you are an employee, agent, contractor or other authorized user of a Customer, then "Customer," as used herein, refers to your employer, the entity that retains you as an agent or contractor and/or the entity that authorized you to use the Commercial Offering. Nothing in this Agreement is intended to modify, amend or supersede any written agreement regarding the software entered into between Philterd and the Customer.

Please read all of the following terms and conditions before using the Commercial Offering. By clicking "I Agree," installing, accessing, or using the Commercial Offering, or by subscribing through a marketplace (including AWS Marketplace), you agree to be legally bound by this Agreement. If you do not agree to the terms and conditions in this Agreement, then you may not install, access or use the Commercial Offering for any purpose.

1. THE COMMERCIAL OFFERING

This Agreement governs the Commercial Offering, which consists of the paid

products and services Philterd provides under a subscription, and not the open-source software described in Section 2. The Commercial Offering includes:

(a) Philter - Philterd's official, packaged server/API software for detecting, de-identifying, and redacting sensitive information, as distributed by Philterd as an Amazon Machine Image (AMI), container image, or other official build through a marketplace or by Philterd directly;

(b) Philter Desktop - Philterd's official, signed Microsoft Windows desktop application for detecting and redacting sensitive information from documents on the user's device;

(c) the official updates, maintenance releases, and upgrades to (a) and (b) made generally available to subscribers during the term;

(d) the support Philterd provides for the foregoing as described in Section 8; and

(e) the Philter(R) trademark, the Philter Desktop name and branding, and any proprietary (closed-source) elements of the foregoing.

The Commercial Offering does not contain, and does not require, a runtime license key, activation, or feature gate. Your right to the official builds, updates, and support is contractual under this Agreement and the applicable order or marketplace listing.

2. OPEN-SOURCE SOFTWARE AND PRECEDENCE

Philter's source code, and the source code of Philter Desktop, are also published by Philterd as open source under the Apache License, Version 2.0 (the "Apache License"), available at https://www.apache.org/licenses/LICENSE-2.0. The bundled name-detection model and other bundled components are likewise made available under their own open-source licenses (for example, the Apache License 2.0, with attributions such as NVIDIA), as identified in the NOTICE file accompanying the software.

Your rights in those open-source components are granted by, and governed by, their respective open-source licenses. Nothing in this Agreement limits, supersedes, or revokes any rights you have in those components under their open-source licenses, and to the extent of any conflict between this Agreement

and an applicable open-source license as to a given component, the open-source license controls for that component. This Agreement instead governs the Commercial Offering defined in Section 1 - the official builds, marketplace deployments, updates, support, and Philterd's trademarks and proprietary elements - which the Apache License does not grant.

3. LIMITED LICENSE

Subject to your compliance with this Agreement and, for paid use, to payment of the applicable subscription fees, Philterd grants you a personal, limited, non-exclusive, non-transferable, revocable license to install and use the Commercial Offering for the subscription term (or, for permitted free personal or evaluation use, for so long as that use remains permitted), solely in accordance with this Agreement and any written agreement between Philterd and the Customer. This license automatically terminates upon the earlier of (i) the expiration or termination of any written agreement between Philterd and the Customer; (ii) the expiration or non-renewal of your subscription; or (iii) termination as permitted under Section 14. You may not transfer, assign, sell, rent, sublicense or otherwise convey this license except as expressly permitted by the applicable order or marketplace terms.

4. SUBSCRIPTIONS, PRICING, AND MARKETPLACE TERMS

4.1 Pricing. Fees are as stated on the applicable marketplace listing or order. For Philter Desktop, commercial use of the official build is priced per user, per year (currently USD $199 per user per year), and the Customer must maintain an active subscription for each individual who uses Philter Desktop for commercial purposes. Personal Use and Evaluation of the official Philter Desktop build, as defined in Section 4.6, are permitted free of charge and do not require a paid subscription. For Philter, pricing and units (for example, per instance-hour or annual) are as stated on the applicable listing or order.

4.2 Term and renewal. A subscription begins on purchase and continues for the term shown on the order or marketplace listing, renewing as described there until cancelled.

4.3 Marketplace billing and precedence. Where you obtain the Commercial Offering through AWS Marketplace, Microsoft Marketplace (including Azure Marketplace), Google Cloud Marketplace, or another marketplace, ordering, metering, billing,

taxes, and refunds are handled by that marketplace under its own terms, which apply to those transactions. If you obtain the Commercial Offering through a marketplace, the following order of precedence applies to the extent terms conflict: (1) the terms of that marketplace and the agreement governing your use of the underlying cloud platform, including, where applicable, the Standard Contract for AWS Marketplace, the Standard Contract for Microsoft Marketplace, or the Google Cloud Marketplace Standard EULA, then (2) this Agreement, then (3) any documentation. This Agreement supplements, but does not replace, your agreement with the marketplace.

4.4 Refunds and cancellations. Refunds and cancellations are handled as described in the Refund and Cancellation Policy (https://philterd.ai/refund-policy/) and, where you purchased through a marketplace or payment processor, by that party under its own terms.

4.5 Free trials and evaluation. Any free trial or evaluation period for the Commercial Offering, including its length and any conditions, is as stated on the applicable marketplace listing, order, or product page. Where a free trial or evaluation period ends, continued use requires a paid subscription.

4.6 Philter Desktop: personal use, evaluation, and commercial use. For Philter Desktop:

(a) "Personal Use" means use by an individual, on their own behalf, to process their own documents or those of their household, and not in connection with any work.

(b) "Evaluation" means use to assess whether Philter Desktop meets your needs before you purchase a subscription. Evaluation is not limited to a fixed period, but it ends when you begin using Philter Desktop, or any output it produces, in connection with your work, for example by delivering, filing, sharing, or relying on redacted documents in the course of your work.

(c) "Commercial Use" means any use other than Personal Use or Evaluation, including any use in connection with employment, self-employment, or a trade, business, or profession, or on behalf of clients, patients, customers, or any organization, including nonprofit, educational, and governmental organizations. Use is Commercial Use whether or not you work alone, whether or not you profit from it, and regardless of who owns the computer on which Philter Desktop is installed.

(d) Each individual who makes Commercial Use of Philter Desktop requires an active subscription, as described in Section 4.1.

5. OPEN SOURCE COMPONENTS

The Commercial Offering incorporates open-source software, including Philterd's own Philter and Philter Desktop source code and the bundled detection model, as well as third-party open-source components. Each such component is governed by its own license, as identified in the NOTICE file accompanying the software (see also Section 2). Philterd makes no claim of ownership over third-party open-source components and makes no representations or warranties regarding them, and is not responsible or liable for their performance.

6. THIRD PARTY VENDORS

The Commercial Offering, or certain features or functions of it, may include, use, rely on, be accessed through, or be distributed by third-party vendors (collectively, "Third Party Vendors"), including Amazon Web Services, Google Cloud Platform, Microsoft Azure, and the Microsoft Store. Payment of subscription fees may be collected and processed by a Third Party Vendor. Philterd has no control over Third Party Vendors and makes no representations or warranties about their products or services, and is not liable for the actions, errors or omissions of any Third Party Vendor. Your use of the Commercial Offering through a Third Party Vendor may be subject to that vendor's additional terms.

7. YOUR ACCOUNT AND SECURITY

Where access to the Commercial Offering depends on an account or login credentials (which may be provided and maintained by a Third Party Vendor), you are responsible for all activity conducted using your account and credentials, including activity of your employees, contractors, and agents. You may not allow others to access the Commercial Offering by sharing your account information or credentials beyond the seats you have purchased, and you agree to use reasonable means to prevent unauthorized use. You must promptly notify Philterd, and the applicable Third Party Vendor, of any suspected breach or unauthorized use. Philterd has no responsibility for the security of accounts provided or maintained by a Third Party Vendor.

8. SERVICES AND SUPPORT

During the paid subscription term, Philterd will provide support for the Commercial Offering as described on the applicable marketplace listing or order (for example, email support, maintenance releases, and bug fixes on a commercially reasonable basis). Support and updates are benefits of the paid subscription and are not provided for self-built distributions made from the open-source code. Except as set forth in this Agreement or a written agreement between Philterd and the Customer, Philterd has no other obligation to provide services, maintenance, or support.

9. PROTECTED HEALTH INFORMATION AND DATA PROTECTION

The Commercial Offering allows you to perform certain functions (including the ability to input, store, retrieve and analyze data) that may involve "Protected Health Information" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated under those statutes (collectively, "HIPAA"). You agree to use Protected Health Information only as permitted by applicable law. The Commercial Offering is intended to assist you in recognizing, locating, de-identifying and anonymizing certain Protected Health Information, but it is not guaranteed to perform these functions without error, and you must carefully review its output to ensure that all Protected Health Information has been appropriately handled. Protected Health Information you process with the Commercial Offering is not stored by or transmitted to Philterd, and Philterd cannot access it. Philterd is not a "Business Associate" of you or the Customer under HIPAA.

Because the Commercial Offering processes data on the systems where you run it (on the user's device for Philter Desktop; on your infrastructure for Philter) and Philterd does not receive your content, you act as the data controller (and, where applicable, processor) for any personal data you process with the Commercial Offering, including under the EU/UK General Data Protection Regulation and similar laws, and you are responsible for establishing a lawful basis for that processing. Philterd does not process such personal data on your behalf merely by providing the Commercial Offering.

10. SOFTWARE LIMITATIONS AND DISCLAIMERS

You assume full risk and responsibility for your use of the Commercial Offering and for all results, analyses, reports and outcomes it generates. The Commercial Offering does not render clinical, medical, or legal advice, decisions, opinions, or recommendations, and you are solely responsible for verifying the accuracy of its output and for complying with all applicable laws and regulations. You may not rely on any output as advice regarding (i) the status of data as Protected Health Information or (ii) the legal or regulatory obligations that may apply to any data. You acknowledge that the Commercial Offering is not necessarily error-free. It is provided on an "as-is," "as-available," and "with all faults" basis, and your use of and reliance on it is at your sole risk.

The Commercial Offering detects sensitive information using a combination of rules-based, pattern-based, and machine-learning / natural-language-processing methods, including named-entity recognition models (such as GLiNER). Detection is probabilistic: results may differ between data sets and configurations, and the software can miss sensitive information (false negatives) or flag information that is not sensitive (false positives). The bundled detection model is open-source software (for example, Apache License 2.0, with required attributions such as NVIDIA) and its output is likewise probabilistic. The Commercial Offering is not guaranteed to satisfy any specific legal, regulatory, or compliance requirement, including requirements for the de-identification of data. It is your responsibility to configure it appropriately and to review every result to determine whether it is acceptable for your use case and for any legal, regulatory, or compliance requirements you may have. Redacted or de-identified output must be carefully reviewed by a qualified person before it is shared, published, or relied upon, and must not be used as the sole control for any legal, regulatory, privacy, or compliance obligation.

11. LIMITATION OF LIABILITY

Under no circumstances will Philterd be responsible or liable for any special, incidental, indirect, punitive, exemplary or consequential losses or damages, lost profits, lost revenues, business interruption, lost contracts or business relationships, or loss of goodwill, even if reasonably foreseeable or if Philterd was advised of the possibility. Without limiting the foregoing, Philterd is not liable for any failure of the Commercial Offering to identify, locate, remove, or redact any sensitive information (including Protected Health

Information), for any violation by you of HIPAA or other law, or for any loss, corruption, or unauthorized disclosure of data.

12. DISCLAIMER OF WARRANTIES

THE COMMERCIAL OFFERING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PHILTERD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, OR TRADE USAGE. THIS DISCLAIMER IS CONSISTENT WITH, AND IN ADDITION TO, THE "AS IS" DISCLAIMER IN THE APACHE LICENSE. PHILTERD MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUALITY OR ACCURACY OF THE COMMERCIAL OFFERING OR OF ANY RESULTS IT PRODUCES, OR THAT REDACTION OR DETECTION WILL BE COMPLETE OR ACCURATE, THAT IT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT IT WILL ACCOMPLISH ANY PARTICULAR RESULT. PHILTERD MAKES NO WARRANTY AS TO THE SECURITY OR PRIVACY OF ANY DATA YOU PROCESS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

You agree, on behalf of yourself and the Customer, to indemnify, defend and hold harmless Philterd and its officers, directors, affiliates and employees from and against any and all damages, liabilities, claims, losses, costs and expenses (including reasonable attorneys' fees) arising from or in connection with (i) your use of the Commercial Offering; (ii) your breach of this Agreement; and/or (iii) your violation of any applicable law, regulation, or legal obligation.

14. TERM, TERMINATION, AND EXPIRATION

This Agreement applies for as long as you have an active subscription. Your license automatically expires upon the expiration or non-renewal of your subscription or any applicable written agreement between Philterd and the Customer, or upon non-payment of fees. Philterd may suspend or terminate the subscription and your access to the Commercial Offering for material breach not cured within thirty (30) days of notice, or as otherwise permitted by the applicable marketplace terms. You may terminate at any time by ceasing use and cancelling the subscription. Termination of this Agreement does not affect your

rights in the open-source components under their open-source licenses (Section 2). Sections 2, 9, 10, 11, 12, 13, and 15 through 20 survive termination.

15. MODIFICATIONS AND AMENDMENTS

Philterd may amend this Agreement from time to time. Philterd will use reasonable efforts to notify you of material amendments, including by presenting the amended Agreement on login, install, or access. Your continued use of the Commercial Offering after being presented with an amendment constitutes acceptance of it. The most recent version you have accepted prevails.

16. EXPORT AND SANCTIONS COMPLIANCE

You agree to comply with all applicable export control and economic sanctions laws and regulations of the United States and any other applicable jurisdiction, and not to export, re-export, or use the Commercial Offering in violation of them. You agree to indemnify Philterd for any liability arising from your violation of any such law or regulation.

17. FORCE MAJEURE

Philterd is not liable for any loss, delay, damage, or failure to perform due to causes beyond its reasonable control, including industrial disputes, power or telecommunications failure, acts of God, war, natural disasters, terrorism, hacking, viruses, or other causes beyond its reasonable control.

18. ENTIRE AGREEMENT

This Agreement, together with the applicable marketplace terms and order, contains the entire agreement between you and Philterd with respect to the Commercial Offering and supersedes all prior agreements regarding it (except for any written agreement between Philterd and the Customer). This Agreement may be accepted electronically, and you consent to the use of electronic signatures and records and waive any requirement of a non-electronic signature or record.

19. INTERPRETATION

Neither party will be deemed the drafter of this Agreement. Headings are for convenience only. If any provision is held contrary to law, it will be reformed to best accomplish its objective to the extent permitted, or, failing that, severed, with the remaining provisions remaining in full force. No failure to enforce any provision is a waiver of it.

20. GOVERNING LAW, VENUE, AND JURISDICTION

This Agreement is governed by the laws of the State of West Virginia, without regard to conflicts-of-laws principles. Any dispute arising out of or in connection with this Agreement or the Commercial Offering must be brought in the state or federal courts located in West Virginia, and you irrevocably consent to the jurisdiction and venue of such courts and waive any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

U.S. Government end users acquire the Commercial Offering as "commercial computer software" under FAR 12.212 and DFARS 227.7202.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING "I AGREE," INSTALLING, ACCESSING, OR USING THE COMMERCIAL OFFERING, YOU CONSENT TO BE BOUND BY THIS AGREEMENT.