

# NEXORAA

## Nexoraa Studio

### End User License Agreement

*For software offered through AWS Marketplace*

<b>Licensor</b>	NEXORAA Inc, a Wyoming corporation with offices at 511 E John Carpenter Fwy, Suite 580, Irving, TX 75062, USA
<b>Version</b>	1.0
<b>Effective Date</b>	June 22, 2026
<b>Contact</b>	legal@nexoraa.ai   nexoraa.ai

**This Agreement applies to Customer subscriptions to Nexoraa Studio through AWS Marketplace unless superseded by a mutually executed private offer, order form, or negotiated agreement.**

#### **Governed AI Execution Platform for Regulated Enterprise Workflows**

Nexoraa Inc • Irving, Texas, USA • nexoraa.ai

This document is the End User License Agreement governing use of the Nexoraa Studio software product available through AWS Marketplace. It sets out the terms under which NEXORAA Inc licenses the Software to Customer, defines the rights and obligations of each Party, and establishes the commercial, technical, and governance conditions applicable to Customer's subscription.

Questions: legal@nexoraa.ai

Wyoming Corporation • EIN 39-4830346 • Version 1.0 • Effective June 22, 2026

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This End User License Agreement (this "Agreement" or "EULA") is a binding contract between NEXORAA Inc, a Wyoming corporation with offices at 511 E John Carpenter Fwy, Suite 580, Irving, TX 75062, USA ("Nexoraa," "we," "us," or "Licensor"), and the entity or person that subscribes to, accesses, installs, deploys, or uses the Software ("Customer" or "you"). Nexoraa and Customer are each a "Party" and together the "Parties."

This Agreement governs Customer's procurement and use of Nexoraa Studio and related components (the "Software," as further defined below) obtained through AWS Marketplace. BY SUBSCRIBING TO, ACCESSING, INSTALLING, DEPLOYING, OR USING THE SOFTWARE, OR BY CLICKING TO ACCEPT, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. If you are accepting on behalf of an organization, you represent that you have authority to bind that organization. If you do not agree, do not subscribe to, access, or use the Software.

## 1. Definitions

**1.1 Software.** means the Nexoraa Studio platform made available by Nexoraa through AWS Marketplace, including its workflow authoring and execution environment, governance and runtime controls, audit and logging facilities, associated tools, APIs, command-line interfaces, configuration utilities, machine images and/or container images as applicable, and any Updates, all in object-code form, together with the Documentation.

**1.2 Nexoraa Studio.** means Nexoraa's governed agentic workflow platform that enables Customer and its Authorized Users to author, configure, deploy, govern, and operate automated and AI-assisted operational workflows ("Workflows") across regulated enterprise processes, including financial operations, healthcare administration, manufacturing operations, compliance review, evidence assembly, exception handling, and related operational use cases.

**1.3 Governance Components.** means the Software's governance, policy-enforcement, runtime-control, monitoring, approval, metering, and audit-record capabilities that support controlled Workflow execution and generate or enforce governance artifacts in connection with Customer's use of the Software.

**1.4 Nexoraa Credits or Credits.** means units of consumption used by the Software to measure governed AI workflow execution, AI-assisted processing, extraction, enrichment, validation, generation, runtime controls, governed writeback preparation, or other metered platform activity, as described in the Order or Documentation. Credits are not legal tender, have no cash value, are non-transferable, and may expire, reset, roll over, or carry forward only as expressly stated in the applicable Order or Documentation.

**1.5 Audit Records.** means logs, decision records, ledger entries, runtime-control events, approval records, metering events, and other governance artifacts generated by the Governance Components in respect of Customer's use of the Software.

**1.6 Documentation.** means Nexoraa's then-current technical and end-user documentation for the Software made generally available to subscribers or otherwise provided to Customer.

**1.7 AWS Marketplace.** means the electronic marketplace operated by Amazon Web Services, Inc. or its affiliates ("AWS") through which Customer procured a subscription to the Software.

**1.8 Order.** means the AWS Marketplace listing, public offer, private offer, or other ordering document pursuant to which Customer subscribed to the Software, including pricing, subscription term, entitlements, usage dimensions, credit allowances, and support terms stated therein.

**1.9 Authorized Users.** means Customer's employees and contractors who are authorized by Customer to access and use the Software on Customer's behalf and solely for Customer's internal business purposes.

**1.10 Customer Data.** means data, records, documents, content, and other materials that Customer or its Authorized Users submit to, upload into, or generate through the Software, including Inputs and Customer-specific Outputs, but excluding Aggregated Data, operational telemetry, platform metadata, and Nexoraa's pre-existing or independently developed materials.

**1.11 Inputs and Outputs.** "Inputs" means prompts, instructions, data, files, and other content provided to the Software, including to any Model, by or on behalf of Customer. "Outputs" means the results, classifications, summaries, drafts, recommendations, and other content returned by the Software in response to Inputs.

**1.12 Model.** means any third-party, Nexoraa-enabled, or Customer-provided foundation model, large language model, or other machine-learning model that the Software invokes to process Inputs or generate Outputs.

**1.13 Customer Keys (BYOK).** means API keys, credentials, licenses, endpoints, tokens, or account access that Customer supplies for use with the Software under a bring-your-own-key or bring-your-own-model configuration.

**1.14 Third-Party Materials.** means Models, software, services, integrations, connectors, applications, and content provided by parties other than Nexoraa that are made available through, accessed by, or used in connection with the Software.

**1.15 Aggregated Data.** means data and metrics that are aggregated and de-identified such that they do not identify Customer, any Authorized User, or any natural person, and do not contain Customer Confidential Information.

**1.16 Updates.** means bug fixes, patches, enhancements, and new versions of the Software that Nexoraa makes generally available to subscribers at no additional charge.

## 2. Agreement Structure; Acceptance; Relationship to AWS Marketplace

**2.1 Structure.** This Agreement, together with the applicable Order and any Documentation incorporated by reference, constitutes the entire agreement between the Parties for the Software. In the event of a conflict, the order of precedence is: (a) a mutually executed private offer, order form, or negotiated agreement, if any; (b) this Agreement; and (c) the Documentation.

**2.2 AWS is not a party.** Customer acknowledges that the Software is licensed by Nexoraa and not by AWS. AWS is not a party to this Agreement and has no obligations or liability with respect to the Software or this Agreement. Customer's use of AWS Marketplace and AWS services is separately governed by the AWS Customer Agreement or other agreement between Customer and AWS and the AWS Marketplace terms, which Nexoraa does not modify.

**2.3 No conflict with AWS terms.** Nothing in this Agreement is intended to alter, and this Agreement does not alter, Customer's agreement(s) with AWS governing Customer's use of AWS services. As between Customer and Nexoraa, this Agreement governs the Software.

**2.4 Acceptance through AWS Marketplace.** By subscribing to the Software through AWS Marketplace, Customer accepts this Agreement as the end user license agreement for the Software for the resulting subscription and any renewals, except to the extent superseded by a mutually executed private offer, order form, or negotiated agreement.

**2.5 Supplemental documents.** A data processing addendum, security exhibit, support policy, service-level agreement, subprocessor disclosure, or other supplemental term applies only if expressly incorporated into the Order, made available by Nexoraa for the Software, mutually executed by the Parties, or required by applicable law. No supplemental document creates obligations, warranties, service credits, data processing commitments, or subprocessor approval rights beyond what it expressly states, and no such supplemental document modifies Sections 10, 16, 17, 18, 19, 20, or 23 unless it expressly says so by section reference.

## 3. License Grant and Scope of Use

**3.1 Grant.** Subject to Customer's compliance with this Agreement and payment of all applicable fees, Nexoraa grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the subscription term to access and use the Software, and to permit Authorized Users to do so, solely for Customer's internal business purposes and within the entitlement, usage dimensions, Credit allowances, and quantities specified in the Order.

**3.2 Deployment scope.** The license covers deployment and operation of the Software in the environment(s) and configuration(s) described in the Documentation and the Order, for example Customer's AWS account or a Nexoraa-hosted environment, as applicable to the product type listed. Customer is responsible for the security and lawful operation of any Customer-controlled environment in which the Software runs.

**3.3 Authorized Users.** Customer is responsible for its Authorized Users' compliance with this Agreement and for all activity occurring under Customer's accounts and credentials. Customer will maintain the confidentiality of all access credentials.

**3.4 Reservation of rights.** The Software is licensed, not sold. Except for the limited rights expressly granted in this Agreement, Nexoraa and its licensors retain all right, title, and interest in and to the Software, including all intellectual property rights.

## 4. Use Restrictions

Customer will not, and will not permit any Authorized User or third party to:

- (a) copy, modify, translate, or create derivative works of the Software, except as expressly permitted by the Documentation;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying structure, or algorithms of the Software, except to the extent this restriction is prohibited by applicable law;
- (c) rent, lease, lend, sell, sublicense, distribute, host, or provide the Software to third parties as a service bureau, or otherwise make the Software available to anyone other than Authorized Users;
- (d) remove, alter, or obscure any proprietary notices in the Software or Documentation;

- (e) circumvent or disable any usage metering, entitlement, license-control, security, approval, audit, governance, or runtime-control feature of the Software, or use the Software beyond the entitlement purchased in the Order;
- (f) use the Software to develop a competing product or to benchmark for the purpose of building a competing product, or disclose performance or benchmark results without Nexoraa's prior written consent;
- (g) use the Software in violation of applicable law, in a manner that infringes third-party rights, or to process content that is unlawful, infringing, or that Customer is not authorized to process;
- (h) introduce malicious code or use the Software to disrupt the integrity or performance of the Software, AWS, Customer systems, or any third-party systems;
- (i) use the Software to make legally regulated determinations without required human review, controls, approvals, and compliance oversight; or
- (j) remove, obscure, manipulate, delete, or falsify Audit Records, metering events, or governance artifacts except through retention, deletion, or administrative controls expressly supported by the Software and permitted by law.

## 5. Subscription Term, Delivery, and Deployment

**5.1 Subscription term.** The subscription term, start date, renewal behavior, quantities, and Credit entitlements are as set out in the Order. Unless the Order states otherwise, renewals and term changes follow the AWS Marketplace mechanics applicable to the product type.

**5.2 Delivery.** Nexoraa makes the Software available through AWS Marketplace upon completion of Customer's subscription. Where the Software is provided as a deployable image, delivery occurs when the image or entitlement is made available in or to Customer's AWS account.

**5.3 Onboarding and deployment services.** Any implementation, configuration, onboarding, or deployment assistance, including any fixed-duration deployment program, is provided only if and as described in the Order or a separate statement of work, and is subject to Customer's timely cooperation and provision of required access, data, and decisions.

**5.4 Updates.** Nexoraa may provide Updates from time to time. Customer authorizes installation of Updates that Nexoraa designates as required for security, stability, compatibility, or governance integrity. Nexoraa is not obligated to maintain or support superseded versions.

## 6. Fees, Taxes, Usage Metering, and Nexoraa Credits

**6.1 Fees via AWS Marketplace.** Fees for the Software are as stated in the Order and are billed and collected through AWS Marketplace in accordance with AWS's billing processes. Customer's payment obligations for the subscription run through AWS Marketplace, not by direct invoice from Nexoraa, except as expressly agreed in a private offer or separate statement of work.

**6.2 Usage metering.** For usage-based or consumption pricing dimensions, Customer's usage is measured by the Software and reported through the AWS Marketplace metering mechanism. Customer's internal consumption entitlements, including any Credit- or unit-based metering surfaced within the Software, determine feature and capacity entitlements, while charges are assessed through AWS Marketplace per the Order.

**6.3 Credits and platform charges.** Customer acknowledges that Credits may be consumed for Nexoraa platform orchestration, governance, validation, metering, runtime controls, AI-assisted operations, workflow execution, and governed action preparation regardless of whether the underlying Model is hosted by Nexoraa, provided by a third party, or accessed using Customer Keys under a BYOK configuration. BYOK changes only the responsibility for the third-party Model or service costs; it does not remove or reduce charges for Nexoraa platform usage unless expressly stated in the Order.

**6.4 Credit treatment.** Credit balances, allowances, consumption rules, overage charges, expiration, reset, rollover, carry-forward, and renewal treatment are governed by the Order and Documentation. Unless the Order expressly states otherwise, Credits have no cash value, are non-refundable, are non-transferable, and may not be redeemed for cash or applied outside the applicable subscription.

**6.5 Third-party model costs.** Fees payable to third-party Model or service providers under a BYOK configuration are the sole responsibility of Customer and are separate from amounts payable for the Software.

**6.6 Taxes.** Tax handling for AWS Marketplace transactions follows AWS's processes. Customer is responsible for all applicable taxes other than taxes on Nexoraa's net income.

**6.7 No refunds.** Except as required by applicable law or expressly stated in the Order, fees are non-cancelable and non-refundable, and refunds, if any, are handled through AWS Marketplace processes.

## 7. Customer Data

**7.1 Ownership.** As between the Parties, Customer owns and retains all right, title, and interest in and to Customer Data, including Inputs and Customer-specific Outputs. This Agreement grants Nexoraa no ownership of Customer Data.

**7.2 License to operate.** Customer grants Nexoraa a limited, worldwide, non-exclusive license to host, store, process, transmit, display, and otherwise use Customer Data solely as necessary to provide, secure, maintain, support, and improve the operation of the Software for Customer and to comply with law.

**7.3 No model training on Customer Data.** Nexoraa will not use Customer Data or Customer Confidential Information to train, fine-tune, or improve any generative or foundation Model for the benefit of any other party. Nexoraa may use Aggregated Data and operational telemetry to operate, secure, support, and improve the Software, provided such data does not identify Customer, Authorized Users, or any natural person.

**7.4 Customer responsibility for Inputs.** Customer is solely responsible for the accuracy, quality, legality, and appropriateness of Customer Data and for obtaining all rights, consents, and authorizations necessary for Nexoraa to process Customer Data as contemplated by this Agreement.

**7.5 Deletion and export.** Upon expiration or termination, Nexoraa will, on Customer's written request made within the period stated in the Documentation, make Customer Data available for export where technically supported and thereafter delete Customer Data in the ordinary course, except for copies retained as required by law, in routine backups, as Aggregated Data, or as Audit Records and operational logs permitted under this Agreement.

## 8. AI Functionality; Outputs; Required Human Oversight

**8.1 Probabilistic nature.** The Software uses AI and machine-learning techniques. Outputs are generated probabilistically and may be inaccurate, incomplete, outdated, duplicative, biased, or otherwise unsuitable for a particular purpose. Identical or similar Inputs may produce different Outputs.

**8.2 No reliance without review.** Outputs are provided as decision-support and operational aids only. Customer is responsible for independently reviewing, validating, and verifying Outputs before relying on or acting upon them, particularly where Outputs inform financial, accounting, regulatory, compliance, risk, healthcare, manufacturing, customer-facing, or other material determinations. The Software's automation and governance features do not relieve Customer of the obligation to apply qualified human judgment.

**8.3 Not professional advice.** The Software and its Outputs do not constitute, and are not a substitute for, legal, regulatory, accounting, audit, tax, financial, medical, clinical, engineering, safety, or other professional advice, and create no fiduciary, advisory, or professional relationship between Nexoraa and Customer.

**8.4 Customer configuration.** Customer is responsible for the Workflows, rules, thresholds, prompts, permissions, approvals, and configurations it creates or enables, and for the consequences of executing them, including any automated or semi-automated actions it elects to permit.

**8.5 Regulated determinations.** Customer will not use the Software or Outputs as the sole basis for medical diagnosis, treatment recommendations, clinical decision-making, credit decisions, insurance underwriting decisions, employment decisions, legally binding approvals, or other regulated determinations without Customer's independent qualified human review and legally required controls.

## 9. Third-Party Materials, Foundation Models, and Customer-Provided Keys (BYOK)

**9.1 Models as components.** The Software is designed to operate with interchangeable Models and Third-Party Materials. Nexoraa does not control, and does not warrant, the availability, performance, accuracy, security, latency, uptime, pricing, terms, or outputs of any third-party Model or Third-Party Materials.

**9.2 BYOK.** Where Customer supplies Customer Keys, Customer represents that it is licensed to use the corresponding Models and services and will comply with applicable third-party terms. Customer is solely responsible for obtaining, maintaining, securing, rotating, monitoring, and paying for Customer Keys and for any data sent to the corresponding providers. Nexoraa is not responsible for third-party providers' processing of data or for their terms, data retention, training practices, output quality, security controls, outages, throttling, rate limits, pricing changes, or suspensions.

**9.3 No fallback obligation.** Nexoraa has no obligation to substitute a Nexoraa-hosted model, fallback model, or alternate provider if Customer Keys fail, expire, are rate-limited, are misconfigured, are revoked, or are suspended by a third-party provider.

**9.4 Third-party terms.** Third-Party Materials may be subject to separate terms, and Customer's use of them is governed by those terms. Nexoraa disclaims all liability arising from Third-Party Materials to the maximum extent permitted by law.

**9.5 Integrations.** Customer is responsible for enabling and authorizing any integrations or connectors to its systems and third-party services and for the data flows and downstream actions resulting from those integrations.

## 10. Intellectual Property Rights

**10.1 Nexoraa IP.** Nexoraa and its licensors own all right, title, and interest in and to the Software, Documentation, platform technology, governance framework, policy enforcement capabilities, runtime controls, audit mechanisms, metering logic, reusable workflows, templates, connectors, APIs, SDKs, system metadata, Aggregated Data, and related intellectual property, including improvements, derivative works, and Updates, and including all rights not expressly granted to Customer.

**10.2 Feedback.** If Customer provides suggestions, ideas, enhancement requests, or feedback regarding the Software, Customer grants Nexoraa a perpetual, irrevocable, royalty-free, worldwide license to use and incorporate such feedback into Nexoraa's products and services without restriction or obligation.

**10.3 Customer materials.** As between the Parties, Customer retains ownership of Customer Data and Customer-specific workflow configurations authored solely by Customer using the Software, excluding Nexoraa templates, prebuilt workflows, libraries, connectors, schemas, policy logic, validation rules, governance models, platform components, and other Nexoraa technology. Customer grants Nexoraa the rights necessary to host, execute, support, secure, and improve the operation of such Customer-specific configurations for Customer.

## 11. Confidentiality

**11.1 Definition.** "Confidential Information" means non-public information disclosed by one Party to the other that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including the Software's non-public features, the terms of any private offer, Customer Data, security information, business plans, technical information, and pricing.

**11.2 Obligations.** The receiving Party will use Confidential Information only to exercise its rights and perform its obligations under this Agreement, will protect it with at least reasonable care, and will not disclose it except to its personnel, affiliates, contractors, service providers, and advisors who need to know and are bound by confidentiality obligations no less protective than these.

**11.3 Exclusions and compelled disclosure.** Confidentiality obligations do not apply to information that is or becomes public without breach, was rightfully known without obligation, is independently developed, or is rightfully received from a third party. A Party may disclose Confidential Information if required by law, provided it gives reasonable prior notice where legally permitted.

## 12. Security and Data Protection

**12.1 Security measures.** Nexoraa will maintain commercially reasonable administrative, technical, and organizational measures designed to protect Customer Data against unauthorized access, use, or disclosure, as further described in the Documentation or any security exhibit applicable to the Software.

**12.2 Shared responsibility.** Security of the Software in environments controlled by Customer, including Customer's AWS account, and the configuration of access controls, credentials, network controls, permissions, Customer Keys, connectors, and integrations, are Customer's responsibility.

**12.3 Data protection terms.** Each Party will comply with data protection laws applicable to it. If and only if Nexoraa processes personal data on Customer's behalf as a processor or service provider and applicable law or the Order requires written data processing terms, the Parties will enter into Nexoraa's standard data processing addendum or another mutually executed data processing addendum (a "DPA"). Any DPA governs only Nexoraa's processing of personal data on Customer's behalf and prevails over conflicting terms of this Agreement solely for that processing. No DPA modifies the license scope, fees, intellectual property ownership, warranty disclaimer, liability limits, indemnity terms, suspension rights, or termination terms of this Agreement unless the DPA expressly identifies the modified section by number.

**12.4 Privacy policy.** Nexoraa's privacy policy applies to information Nexoraa collects about Customer and Authorized Users outside Customer Data, including account, contact, support, registration, billing-administration, and marketplace relationship information.

**12.5 Subprocessors.** Customer authorizes Nexoraa to use AWS, hosting providers, infrastructure providers, support tools, model providers, integration providers, security tools, analytics tools, and other third-party service providers to support, secure, operate, improve, or deliver the Software. If a DPA applies, any required subprocessor disclosures, approvals, notices, or objection rights will be handled only as stated in that DPA, the Order, Documentation, or applicable law. This Agreement does not require Nexoraa to publish or maintain a public subprocessor list, obtain Customer

approval for routine infrastructure or operational providers, or provide subprocessor rights beyond those expressly required by applicable law or a separate written agreement.

**12.6 Incident notification.** Nexoraa will notify Customer without undue delay after becoming aware of a confirmed security breach affecting Customer Data within Nexoraa's control, consistent with applicable law. Customer is responsible for incidents arising from Customer-controlled environments, Customer credentials, Customer Keys, Customer systems, Customer-configured integrations, or Customer-authorized downstream actions.

**12.7 No unsupported regulated data commitment.** Customer will not submit or enable processing of protected health information, payment card data, government identifiers, children's data, export-controlled technical data, or other highly regulated personal or sensitive data unless the applicable Order, Documentation, DPA, or separate written agreement expressly permits that category of data and the required safeguards are in place. Nexoraa has no obligation to support, retain, segregate, or specially handle such data unless expressly agreed in writing.

## 13. Audit Records and Governance Logs

**13.1 Generation.** The Governance Components generate Audit Records reflecting Workflow execution, decisions, approvals, metering events, and outcomes. Audit Records relating to Customer's use are made available to Customer as described in the Documentation, and the underlying content of such Audit Records constitutes Customer Data to the extent it contains Customer Data.

**13.2 Integrity features.** Audit Records may employ integrity-protection mechanisms, such as append-only storage, sequencing, cryptographic hashes, or hash-chaining, intended to support tamper-evidence. These mechanisms are provided on an as-configured basis. Nexoraa does not warrant that Audit Records will satisfy any particular evidentiary, regulatory, audit, or recordkeeping standard, and Customer is responsible for determining the sufficiency of Audit Records for its compliance and retention obligations.

**13.3 Retention by Nexoraa.** Nexoraa may retain Audit Records, metering records, security logs, and operational logs for periods reasonably necessary to operate and secure the Software, support the service, resolve billing or usage disputes, comply with law, and enforce this Agreement, including after termination. Specific retention periods may be stated in the Order, Documentation, administrative settings, or applicable data processing terms.

## 14. Customer Responsibilities; Regulatory and Compliance Acknowledgements

**14.1 Customer accountability.** Customer is and remains solely responsible for its own business operations, decisions, and regulatory and compliance obligations, including those arising under banking, insurance, anti-money-laundering, know-your-customer, consumer-protection, securities, accounting, healthcare, privacy, safety, manufacturing, quality, export, recordkeeping, and other laws and regulations applicable to Customer.

**14.2 Software is a tool.** The Software is a tool that supports Customer's operations. It does not perform regulated activities on Customer's behalf, does not act as Customer's agent for regulatory purposes, and does not guarantee compliance with any law, regulation, standard, policy, or framework. Customer is responsible for configuring and operating the Software consistent with its own policies and legal obligations and for maintaining appropriate human review and controls.

**14.3 No regulated-entity status.** Nexoraa is a software provider and is not, by providing the Software, acting as a bank, insurer, money services business, registered investment adviser, broker-dealer, auditor, healthcare provider, medical device provider, manufacturer of record, or other regulated or licensed entity, and provides no regulatory assurances.

**14.4 Lawful use.** Customer will use the Software in compliance with all applicable laws and will not use it to make decisions in a manner that is unlawful, discriminatory, unsafe, or otherwise prohibited.

**14.5 Regulated and sensitive data.** Customer will not submit protected health information, payment card data, government identifiers, children's data, export-controlled technical data, or other highly regulated personal or sensitive data to the Software unless the applicable Order, Documentation, data processing terms, or separate written agreement expressly permits such data and required safeguards are in place.

**14.6 Downstream actions and connectors.** Customer is responsible for all actions taken through Customer-authorized integrations, connectors, accounts, credentials, APIs, and downstream systems, including reads, writes, updates, approvals, notifications, messages, record changes, and workflow-triggered actions. Nexoraa is not responsible for downstream effects caused by Customer's workflows, permissions, prompts, rules, approvals, credentials, data quality, or system configurations.

**14.7 Not system of record.** The Software is not intended to be Customer's official system of record unless expressly stated in an Order. Customer remains responsible for maintaining authoritative records in its own systems, including ERP, CRM, data warehouse, document management, case management, compliance, accounting, audit, and operational systems.

## 15. Support and Service Levels

**15.1 Support.** Nexoraa will provide support for the Software at the level described in the Order, Documentation, or an applicable support policy made available by Nexoraa for the Software. Unless the Order or an applicable support policy expressly states otherwise, support is provided on a commercially reasonable-efforts basis only. Nexoraa may update its support policy from time to time for new subscriptions and renewals, and no support policy creates a service-level commitment, response-time guarantee, resolution-time guarantee, workaround obligation, maintenance window commitment, or service credit unless it expressly states that commitment.

**15.2 Service levels.** Any availability commitments, response commitments, service-level terms, or service credits apply only if expressly set out in the Order or a separate service-level agreement, and any remedies stated there are Customer's sole and exclusive remedies for the corresponding failures. Service levels do not apply to beta, preview, trial, proof-of-concept, Customer-controlled environments, Customer Keys, Third-Party Materials, third-party Models, AWS services outside Nexoraa's control, Customer networks, Customer systems, or issues caused by Customer Data, configurations, Workflows, integrations, misuse, or unsupported use.

**15.3 Excluded support.** Unless expressly included in the Order or a separate statement of work, support does not include custom development, custom Workflow design, professional services, data remediation, connector remediation, third-party system administration, model-provider support, Customer AWS account administration, regulated compliance consulting, legal review, or support for unsupported versions, unsupported configurations, or Customer-modified components.

## 16. Warranties

**16.1 Mutual.** Each Party represents that it has the authority to enter into this Agreement.

**16.2 Limited Software warranty.** Nexoraa warrants that, during the applicable subscription term, the Software will perform materially in accordance with the Documentation under normal use. Customer must notify Nexoraa in writing of any alleged breach of this limited warranty within thirty (30) days after Customer becomes aware of the non-conformity and, in all cases, no later than thirty (30) days after expiration or termination of the affected subscription. Customer's exclusive remedy and Nexoraa's entire liability for breach of this warranty is, at Nexoraa's option, to use reasonable efforts to correct the non-conformity or to terminate the affected subscription and arrange a refund through AWS Marketplace of pre-paid, unused fees for the affected period. This warranty does not apply to issues caused by Customer Data, Customer configurations, Workflows, prompts, rules, Third-Party Materials, Customer Keys, Customer systems, connectors, integrations, misuse, unsupported use, network issues, AWS services outside Nexoraa's control, failure to install required Updates, or use not in accordance with the Documentation. No warranty applies after expiration or termination of the affected subscription, except solely for timely claims that accrued during the subscription term and are subject to the exclusive remedy stated in this Section 16.2.

**16.3 Beta, trial, and preview features.** Any beta, preview, evaluation, proof-of-concept, or trial features are provided as-is, may be modified or discontinued at any time, and are excluded from any warranty, service-level, support, or indemnity obligation to the maximum extent permitted by law.

## 17. Disclaimers

**17.1 General disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 16.2, THE SOFTWARE, OUTPUTS, GOVERNANCE COMPONENTS, AUDIT RECORDS, CREDITS, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND NEXORAA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**17.2 Operational disclaimer.** NEXORAA DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT OUTPUTS WILL BE ACCURATE OR COMPLETE, THAT AUDIT RECORDS WILL SATISFY ANY SPECIFIC REGULATORY STANDARD, OR THAT THE SOFTWARE WILL DETECT, PREVENT, OR REMEDIATE ANY PARTICULAR EXCEPTION, ERROR, FRAUD, SECURITY INCIDENT, OR COMPLIANCE FAILURE. NEXORAA DISCLAIMS ALL LIABILITY FOR THIRD-PARTY MATERIALS, MODELS, CUSTOMER KEYS, AND CUSTOMER-CONTROLLED ENVIRONMENTS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 18. Limitation of Liability

**18.1 Exclusion of indirect damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES,

OR FOR LOST PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, OR DATA, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18.2 General liability cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS STATED IN SECTION 18.3 OR 18.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOFTWARE THROUGH AWS MARKETPLACE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**18.3 Super-cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR BREACH OF CONFIDENTIALITY, DATA SECURITY OBLIGATIONS, DATA PROCESSING OBLIGATIONS, OR INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOFTWARE THROUGH AWS MARKETPLACE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**18.4 Exceptions.** The exclusions and caps in Sections 18.1, 18.2, and 18.3 do not apply to: (a) Customer's payment obligations; (b) Customer's breach of the license scope or use restrictions; (c) Customer's infringement or misappropriation of Nexoraa intellectual property; (d) either Party's fraud, willful misconduct, or gross negligence; or (e) liability that cannot be limited or excluded under applicable law.

## 19. Indemnification

**19.1 By Nexoraa.** Nexoraa will defend Customer against third-party claims alleging that the Software, as provided by Nexoraa and used in accordance with this Agreement, infringes such third party's intellectual property rights, and will indemnify Customer for damages finally awarded or settlement amounts approved by Nexoraa. Nexoraa's obligations do not apply to claims arising from Customer Data, Customer configurations, Workflows, prompts, rules, Third-Party Materials, Customer Keys, combinations not provided by Nexoraa, Customer-controlled environments, or use in violation of this Agreement. Nexoraa may, at its option, modify or replace the Software, procure rights, or terminate the affected subscription with a pro-rata refund through AWS Marketplace.

**19.2 By Customer.** Customer will defend and indemnify Nexoraa against third-party claims arising from Customer Data, Customer's Workflows and configurations, Customer's use of the Software in violation of this Agreement or applicable law, Customer's downstream actions or integrations, or Customer's use of Customer Keys or Third-Party Materials.

**19.3 Procedure.** The indemnified Party will provide prompt notice, reasonable cooperation, and sole control of the defense and settlement to the indemnifying Party, provided no settlement imposes liability, admission, or non-monetary obligation on the indemnified Party without its consent.

## 20. Term, Termination, and Suspension

**20.1 Term.** This Agreement applies for the duration of Customer's subscription as set out in the Order, including renewals.

**20.2 Termination for cause.** Either Party may terminate for the other Party's material breach that remains uncured thirty (30) days after written notice. Subscription cancellation and any related refunds are processed through AWS Marketplace mechanics applicable to the product type.

**20.3 Suspension.** Nexoraa may suspend Customer's access, in whole or in part, if Customer's use poses a security risk, may harm the Software or third parties, violates the use restrictions or applicable law, threatens governance integrity, or is required by law. Nexoraa will use reasonable efforts to provide advance notice where practicable and to limit the suspension to what is necessary.

**20.4 Effect of termination; survival.** Upon expiration or termination, Customer's license ends and Customer will cease using the Software. Expiration or termination will not affect accrued payment obligations, Nexoraa's rights to enforce this Agreement, or claims that accrued before the effective date of expiration or termination and are timely asserted under this Agreement. Sections that by their nature should survive, including Sections 4, 6 to the extent of accrued payment obligations, 7, 10, 11, 13, 14, 16.2 solely for timely warranty claims that accrued during the applicable subscription term and solely subject to the exclusive remedy stated in Section 16.2, 16.3, 17, 18, 19, 20.4, 21, 22, 23, and 24, survive termination. For clarity, Section 16.2 does not create any continuing warranty after expiration or termination and does not expand Customer's remedies beyond the exclusive remedy stated in Section 16.2.

## 21. Compliance with Laws; Export, Sanctions, and Anti-Corruption

**21.1 Export and sanctions.** Customer will comply with all applicable export control and economic sanctions laws, including those of the United States, and represents that it is not located in, organized under the laws of, or ordinarily

resident in a sanctioned territory, and is not a restricted or denied party. Customer will not export, re-export, transfer, or make the Software available in violation of such laws.

**21.2 Anti-corruption.** Each Party will comply with applicable anti-corruption and anti-bribery laws.

## 22. Publicity

**22.1 Use of marks.** Neither Party will use the other's name, logos, or trademarks in publicity without prior written consent, except that Nexoraa may identify Customer as a customer in factual customer lists if and to the extent Customer separately consents in writing.

## 23. General Provisions

**23.1 Governing law and venue.** This Agreement is governed by the laws of the State of Texas, excluding its conflict-of-laws rules and the U.N. Convention on Contracts for the International Sale of Goods. The Parties submit to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas, subject to any mutually agreed alternative dispute-resolution terms.

**23.2 Assignment.** Customer may not assign this Agreement without Nexoraa's prior written consent, except to a successor in a merger or sale of substantially all assets that is not a competitor of Nexoraa. Nexoraa may assign this Agreement to an affiliate or successor. Any prohibited assignment is void.

**23.3 Notices.** Notices to Nexoraa will be sent to [legal@nexoraa.ai](mailto:legal@nexoraa.ai) and to Nexoraa's address of record. Notices to Customer may be provided through AWS Marketplace contact mechanisms, the Software, or Customer's designated contact.

**23.4 Force majeure.** Neither Party is liable for delays or failures caused by events beyond its reasonable control.

**23.5 Independent contractors.** The Parties are independent contractors; this Agreement creates no partnership, joint venture, agency, or fiduciary relationship.

**23.6 No third-party beneficiaries.** There are no third-party beneficiaries of this Agreement, except that Nexoraa's licensors are intended beneficiaries of the provisions protecting their intellectual property.

**23.7 Severability; waiver.** If any provision is held unenforceable, the remaining provisions remain in effect. A Party's failure to enforce a provision is not a waiver.

**23.8 Amendments.** Nexoraa may update this Agreement for new subscriptions and renewals by posting an updated version as the EULA for the Software on AWS Marketplace. The version in effect at the start of a subscription term governs that term, except as superseded by a mutually executed private offer, order form, or negotiated agreement. No other amendment is effective unless in writing and agreed by both Parties.

**23.9 Entire agreement.** This Agreement and the Order constitute the entire agreement between the Parties regarding the Software and supersede all prior or contemporaneous understandings on that subject.

## 24. AWS Marketplace-Specific Terms

**24.1 Acknowledgements.** Customer acknowledges and agrees that: (a) the Software is provided by Nexoraa and not by AWS; (b) AWS is not a party to this Agreement and bears no responsibility or liability for the Software; (c) Customer's use of AWS Marketplace and AWS services is governed by Customer's separate agreement(s) with AWS; and (d) any billing, metering, refunds, and subscription management for the Software occur through AWS Marketplace in accordance with AWS's processes.

**24.2 Precedence with AWS terms.** This Agreement governs the Software as between Nexoraa and Customer and does not modify Customer's agreement(s) with AWS. To the extent any term of this Agreement purports to govern Customer's use of AWS services themselves, that AWS agreement controls as to the AWS services.

### Contact

NEXORAA Inc | 511 E John Carpenter Fwy, Suite 580, Irving, TX 75062, USA | [legal@nexoraa.ai](mailto:legal@nexoraa.ai) | [nexoraa.ai](http://nexoraa.ai)