

END USER PLATFORM LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: THIS END USER LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND LEARNINGMATE SOLUTIONS, INC. BY CLICKING THE “ENTER TO ACCEPT” ICON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. BY ACCEPTING THIS EULA, YOU ALSO AGREE TO BE BOUND BY THE TERMS OF SERVICE, AVAILABLE AT <https://kadal.ai/#/terms-and-conditions>. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE ICON INDICATING NON-ACCEPTANCE MUST BE CLICKED, LEARNINGMATE SOLUTIONS, INC. WILL PROMPTLY CANCEL THIS TRANSACTION AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE OF THIS AGREEMENT.

1. **Binding Effect.** THIS IS A BINDING AGREEMENT BETWEEN YOU AND LEARNINGMATE SOLUTIONS, INC. (“LEARNINGMATE”). BY REGISTERING YOUR ACCOUNT TO USE THE LEARNINGMATE AI KADAL PLATFORM (“PLATFORM”), YOU AGREE TO ABIDE BY THIS END USER LICENSE AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT REGISTER TO USE THE PLATFORM. YOU MUST AGREE TO THIS AGREEMENT IN ORDER TO BE ABLE TO REGISTER AN ACCOUNT FOR AND USE THE PLATFORM.
2. This Agreement is entered into as of the date that you accept the terms hereof and register your account to use the Platform (“Effective Date”).
3. **License.** Subject to all of the terms and conditions herein, LearningMate hereby grants you a limited, non-transferable, revocable, terminable, non-exclusive license, without the right to sublicense, to access and use the Platform and any accompanying materials we provide solely for your learning purposes. The term of your license (“Term”) shall commence on the Effective Date and shall terminate one (1) calendar year after the Effective Date. The Platform will not be available for use once the Term has terminated.
4. **Permitted Use.** You may access and use the Platform on your computer only. You are entirely responsible for maintaining the confidentiality of your login credentials. You may not use the login credentials of someone else at any time nor provide your login credentials to any other person. You agree to notify LearningMate immediately on any unauthorized use of your login credentials.
5. **Use of Personal Data.** In order for you to use the Platform, you will provide to LearningMate personal information about you, including, but not limited to: your name, physical address, email address, phone number, and responses to survey questions regarding your career interests (collectively, “Personal Data”). You consent to LearningMate’s use of your Personal Data solely for provisioning Platform and services and the services of our partner organizations.
6. **Restrictions.** The Platform is licensed exclusively by LearningMate. You must not: (a) copy, modify, adapt, alter, translate, port or create derivative works in or of the Platform or other LearningMate materials; (b) permit third parties to use the Platform; (c) sublicense, distribute, sell, use for Platform bureau use, lease, rent, loan, or otherwise transfer the Platform; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Platform; (e) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright and trademark notices) of LearningMate or its licensors and suppliers from the Platform; (f) disseminate performance-related information relating to the Platform; or (g) otherwise use, reproduce,

display or copy the Platform . You shall be exclusively responsible for the supervision, management, and control of your use of the Platform , including, but not limited to, implementing procedures sufficient to satisfy your obligations under this Agreement.

7. **Ownership and Restriction of Rights.** You agree that, as between you and LearningMate, LearningMate shall own and retain all right, title, and interest to the Platform , to enhancements, improvements, and derivatives, and to all copyright, trademark, trade secret and all other intellectual and proprietary rights (“Intellectual Property Rights”) related thereto. Except as expressly licensed to you herein, LearningMate on its behalf and on behalf of its licensors reserves all right, title and interest in the Platform and all associated copyrights, trademarks, and other Intellectual Property Rights therein. This license is limited to the Intellectual Property Rights of LearningMate and its licensors in the Platform and does not include any rights to other patents or Intellectual Property Rights. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with LearningMate.
8. **Privacy.** LearningMate respects your privacy and permits you to control the treatment of your Personal Data. A complete statement of LearningMate’s current privacy policy (“Privacy Policy”) is available at: <https://kadal.ai/#/privacy-policy>. Our Privacy Policy is expressly fully incorporated into this Agreement by this reference and your acceptance of this Agreement includes acceptance of all terms of the Privacy Policy.
9. **Copyrights.** All title and copyrights in and to the Platform and the accompanying materials are owned by LearningMate or its licensors. The Platform is protected by copyright laws and international treaty provisions. Therefore, when using the Platform , you agree to obey the law and to respect the Intellectual Property Rights of others. Your use of the Platform is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights.
10. **Trademarks.** All names of products and companies used in the Platform and related materials are trademarks of their corresponding owners.
11. **Confidentiality.** You shall maintain as confidential all LearningMate proprietary and confidential information disclosed or learned during the term of this Agreement (“Confidential Information”). The Platform shall be deemed to be LearningMate’s Confidential Information. You shall not use the Confidential Information for any other purpose or disclose, transfer or otherwise convey such Confidential Information to any third party without the prior written consent of LearningMate. The foregoing obligations of confidentiality and non-use shall continue in effect, with respect to each item of Confidential Information, for so long as none of the below exceptions apply thereto. The foregoing obligations of confidentiality and nonuse shall not apply to information (a) that was lawfully in your possession prior to the date that such information is disclosed or learned, as evidenced by your contemporaneous written records; (b) becomes public or available to the public without your fault or omission; (c) has been lawfully obtained by you from a third party which is in lawful possession of such information without any obligation of confidentiality; (d) is required to be disclosed by law, in which case you will give LearningMate as much advance notice of the proposed disclosure as is practical (including a copy of any

written request or order), and will cooperate with LearningMate in any effort to limit or restrict such disclosure, via a protective order or otherwise; or (e) that you independently developed without, direct or indirect use of the Confidential Information, as evidenced by your contemporaneous written records.

12. **User Communication.** LearningMate reserves the right to send e-mails notifying you of operational or other changes that may affect or change the Platform . Please note that you cannot opt out of such e-mails because these e-mails provide information critical for the operation of the Platform . YOU HEREBY GRANT US PERMISSION TO SEND YOU ALL EMAILS AS DESCRIBED ABOVE.
13. **Warranty Disclaimer.** THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS. LEARNINGMATE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PLATFORM , INCLUDING ALL SKILLS INVENTORY AND RESULTS GENERATED BY THE PLATFORM . LEARNINGMATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. UNDER NO CIRCUMSTANCE SHALL LEARNINGMATE BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM MISUSE, ABUSE OR DEVICE MALFUNCTION, OR IF THE PLATFORM HAS BEEN ACCESSED, USED, OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY LEARNINGMATE OR OTHER THAN AS PERMITTED BY THIS AGREEMENT. LEARNINGMATE DOES NOT WARRANT THAT THE PLATFORM WILL BE ADEQUATE FOR YOUR PURPOSES OR THAT USE OF THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES FROM LEARNINGMATE OR ANY THIRD PARTY. LEARNINGMATE EXPRESSLY DISCLAIMS ANY WARRANTIES, CONCERNING THE ABSENCE OF BIAS IN THE GENERATED OUTPUT OR THE IMPARTIALITY OF THE PLATFORM. LEARNINGMATE SHALL NOT BE LIABLE FOR ANY CONSEQUENCES, INCLUDING BUT NOT LIMITED TO, DECISIONS, ACTIONS, OR OUTCOMES, THAT MAY ARISE DUE TO SUCH BIAS IN THE PLATFORM OR THE OUTPUT RESULT.
14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR YOUR VIOLATION OF LEARNINGMATE'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR INABILITY TO USE THE PLATFORM, THE RESULTS OR OUTPUT GENERATED FROM THE USE OF THE PLATFORM , LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. IN ANY CASE, LEARNINGMATE'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO _____; BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
15. **Termination.** This Agreement and the license granted herein shall automatically terminate without notice upon the occurrence of any of the following: (i) Your breach of any of the terms contained herein, which is not cured within ten (10) days after LearningMate's notice to you; (ii) You attempt to use, copy, license, or convey the Platform in any manner contrary to the terms of

this Agreement or in derogation of LearningMate's Intellectual Property Rights therein; or (iii) a petition in bankruptcy is filed by or against you, a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of your property, or you are adjudicated bankrupt. Immediately upon termination of this Agreement, whether or not you receive notice of such termination, the license shall be immediately terminated and you shall not have any further rights to use the Platform. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

16. Miscellaneous.

- 16.1 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the law of the State of New York without reference to its choice of law rules. This agreement shall be deemed to be performed in New York. Both parties irrevocably submit to the exclusive jurisdiction of the state or federal courts located in New York City, New York. For any action or proceeding regarding this agreement, and both parties waive any right to object to the exclusive jurisdiction or venue of the courts in New York City, New York. In the event a dispute arises regarding this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 16.2 **Assignment.** You shall not assign or otherwise transfer your rights or obligations under this Agreement to a third party unless such assignment is approved in writing by LearningMate. This Agreement shall inure to the benefit of and bind the parties' successors and permitted assigns.
- 16.3 **Taxes.** You shall be responsible for all sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or local government entity on the Platform licensed to you, excluding taxes based solely upon LearningMate's income.
- 16.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deleted and re-interpreted to the extent necessary to comply with law and interpreted and substituted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions of this Agreement will continue in full force and effect.
- 16.5 **Force Majeure.** Other than for your payment obligations, neither party shall be liable for any delay or nonperformance due to acts of God, epidemic, pandemic, natural casualties, war, terrorism, material shortages, transportation and communications delays, energy shortages and disruptions, trade embargoes, governmental regulations, strikes, civil unrest and/or other causes beyond the reasonable control of a party (a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give the other party written notice within ten (10) days of such occurrence, detailing the circumstances of the Force Majeure Event and an estimate of the anticipated delay in performance. The party whose performance is affected will use commercially reasonable efforts to develop a mutually acceptable work around plan in

an attempt to minimize the impact of the Force Majeure Event. Performance shall be promptly resumed upon termination of the Force Majeure Event.

- 16.6 **Entire Agreement.** This Agreement constitutes the entire agreement between you and LearningMate with respect to the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. Unless expressly accepted in writing by a party in a manner that specifically references this Agreement, any terms on any purchase order or similar document submitted by one party to the other party that purport to amend, alter, modify or add to this Agreement are hereby deemed to be offers to amend this Agreement that are rejected by the receiving party, and such terms will have no force or effect.

[ENTER TO ACCEPT]	[CLICK HERE TO DECLINE AND EXIT]
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