

End User License Agreement
Last updated: September 18, 2023

This End User License Agreement (the “**Agreement**”) is entered into by and between Mechanized AI (also referred to as “**we**”) and the entity or person accessing or making use the Mechanized AI Software (“**Customer**” or “**you**”). This Agreement consists of the provisions set forth below and shall, along with any licensing agreements, services agreements, and/or statements of work governing the use of the Mechanized AI Software, establish the terms and conditions upon which Mechanized AI Software may be used by you (the “**Terms and Conditions**”). If you are accessing or using the Software on behalf of your company, you represent that you are authorized to accept this Agreement both personally and on behalf of your company, and all references to “**you**” shall reference both you individually and your company.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to the Software through any online provisioning, subscription initiation or order process or (b) the effective date of the first Order. Mechanized AI may modify this Agreement from time to time as permitted in Section 16 (Modifications).

Purchase from Reseller: If Customer licenses the Software from an authorized reseller or cloud provider of Mechanized AI (“**Reseller**”), Customer’s use of the Software will be governed by this Agreement, subject to Section 16.16 (Reseller Orders) below.

By indicating your acceptance of this Agreement or by accessing or using the Software, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.

1. Overview. Mechanized AI’s Software is designed to enable Customer to ingest, design, build, deploy and manage Customer’s machine learning models and other data products through a single platform.

2. The Software.

2.1. Permitted Use. Subject to this Agreement and Terms and Conditions, Mechanized AI grants Customer a non-transferable, non-sublicensable, non-exclusive license during the Subscription/Usage Term to install, copy and use the Software (including through APIs) on systems under Customer’s control only for its internal business purposes (including deployment of Customer created models or other data products) in accordance with the Documentation and the Scope of Use.

2.2. Users. Only permitted users, authorized under the Terms and Conditions, (each a “**User**”) may access or use the Software. Each User must keep their credentials for accessing the Mechanized AI Software (“**Credential**”) confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and actions taken through their Credentials. Customer will promptly notify Mechanized AI if it becomes aware of any compromise of and of its Users’ Credentials.

2.3. Restrictions. As conditions on Customer’s license rights, Customer will not (and will not permit a Third Party to) do any of the following: (a) provide access to, distribute, sell or sublicense the Software to a third party, (b) use the Software on behalf of, or to provide any product or service to, third parties, (c) use the Software to develop a similar or competing product or service, (d) reverse engineer, decompile or disassemble the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software, except to the extent expressly permitted by Law (and then only with prior notice to Mechanized AI), (e) modify or create derivative works of the Software, (f) remove or obscure any product identification or proprietary notices in the Software or (g) publish benchmarks or performance information about the Software.

3. Support. During the Subscription Term, Mechanized AI will provide Support in accordance with the Support Policy in your Order and/or Terms and Conditions.

4. Third-Party Platforms, Hosting and Plugins.

4.1. Use of Third-Party Platforms. Customer may choose to use the Software with a Third-Party Platform such as a Public or Private Cloud Provider, or Hosting Services Provider (each “**Deployment Infrastructure**”). Use of Third-Party Deployment

Infrastructure is subject to Customer's agreement with the relevant provider and not this Agreement and may enable data exchange between the Software and Third-Party Platforms. Mechanized AI does not control and has no liability or responsibility for Third-Party Deployment Infrastructure, including its cost, security, functionality, operation, availability, or interoperability or how the Third-Party Deployment Infrastructure uses data received from the Software. You have sole exclusive responsibility for the contract between You and the Deployment Infrastructure Provider and any issues that may arise as the result of making use of Third-Party Deployment Infrastructure. You further warrant and represent that you have all necessary rights and licenses to permit the interoperation of any Third-Party Development Infrastructure with any Mechanized AI Software as contemplated in this Agreement.

4.2 Deployment Infrastructure. When you contract for the Deployment Infrastructure with a Third-Party provider, then you will: (a) create an account with the Deployment Infrastructure provider; and (b) provide us with complete and accurate information regarding the account and keep the information complete and accurate at all times.

4.3 Provisioning of the Software. Subject to the terms of this Agreement, once we have been granted access to the created account by you, Mechanized AI will automatically provision (configure) the requisite Deployment Infrastructure inside of your hosted environment. Once the environment is provisioned, we will provide you access to the Mechanized AI Software specified in the Order, and subject to your ongoing compliance with the Agreement, we grant to you a non-exclusive, non-transferable, and non-sublicensable right during the Subscription Term to install the Mechanized AI Software on the Deployment Infrastructure for the limited purpose set forth in this Agreement.

4.4 Security. You are responsible for (a) maintaining the security of your hosting services account (for example, any applicable login credentials or security keys); (b) all activities that occur under your account; and (c) any other actions taken in connection with your account. We are not responsible for unauthorized access to your account. You will notify us promptly if you believe there has been unauthorized access to or use of your account.

4.5. Use of Plugins. Customer may choose to use Plugins with the Software. Use of Plugins is optional and governed by the license terms, posted for such Plugin (and not this Agreement).

5. Technical Services. Any purchased Technical Services are as described in the relevant Order or relevant Terms and Conditions. Customer will give Mechanized AI timely access to Customer materials (the "Customer Materials") reasonably needed for the Technical Services, and if Customer fails to do so, Mechanized AI's obligation to provide Technical Services will be excused until access is provided. Mechanized AI will use Customer Materials only for purposes of providing Technical Services. If Mechanized AI provides Customer with deliverables as part of Technical Services, Customer may use the deliverables only as part of its authorized use of the Software, subject to the same terms as for the Software in Section 2 (The Software).

6. High Risk Activities. Customer agrees that it will not use the Software for, and Mechanized AI has no liability with respect to, High Risk Activities, meaning activities where use or failure of the Software could lead to death, personal injury, or environmental damage, for example: life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

7. Commercial Terms.

7.1. Fees and Taxes. Fees are as described in each Order or relevant Terms and Conditions. Customer will reimburse Mechanized AI for reasonable travel and lodging expenses it incurs in providing Technical Services. Fees are invoiced in advance (unless otherwise specified in the Order) and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Unless otherwise specified in the Order, fees for renewal Subscription Terms are at Mechanized AI's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 8.2 (Warranty Remedy), Section 13.4 (Mitigation and Exceptions) and 16.1 (Modifications to Agreement). Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Mechanized AI's income tax. Fees and expenses are exclusive of Taxes.

7.2. Delivery. The Software, including any Credentials, will be delivered by electronic means unless otherwise specified on the applicable Order.

7.3. Affiliate Orders. An Affiliate of Customer may enter its own Order(s) or Terms and Conditions as mutually agreed with Mechanized AI. This creates a separate agreement between the Affiliate and Mechanized AI incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's agreement with Mechanized AI, and breach or termination of any such agreement is not breach or termination under any other.

7.4. Payment Disputes. Customer must notify Mechanized AI in writing of any good-faith invoice dispute within 30 days of the applicable invoice date and reasonably cooperate with Mechanized AI in resolving the dispute. If the parties are unable to resolve a dispute within 10 days of Customer's notice, each party will have the right to seek any remedies it may have under this Agreement, at law or in equity, notwithstanding anything to the contrary herein. Any undisputed amounts must be paid in full in accordance with this Section 7.

8. Warranties and Disclaimers.

8.1. Limited Warranty. Mechanized AI warrants the Mechanized AI Software and any Technical Services contracted for in conjunction therewith solely as provided in the relevant Terms and Conditions.

8.2. Disclaimers. Except as expressly provided in Section 8.1 (Limited Warranty), the Software, Support, Technical Services and all related Mechanized AI services are provided "AS IS". Mechanized AI and its suppliers make no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (Support), Mechanized AI does not warrant that Customer's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Mechanized AI is not liable for delays, failures, or problems inherent in Customer's systems or infrastructure or any inability, error or fault on the part of Customer in the installation or operation of the Software. Mechanized AI does not make any warranties with respect to Customer data or the results of any use of the Software, including any Customer models or other data products or output of the Software. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

9. Term and Termination.

9.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms as set forth in the Terms and Conditions.

9.2. Termination. Either party may terminate this Agreement only in accordance with the Terms and Conditions.

9.3. Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's license to the Software and access to Support and Technical Services will cease, and Customer must immediately cease using the Software and delete (or, upon request, return) all copies of the Software except as otherwise specifically provided in the Terms and Conditions. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information. Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

9.4. Survival. These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 7.1 (Fees and Taxes), 7.4 (Payment Disputes) (if applicable), 8.3 (Disclaimers), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Ownership), 11 (Usage Data), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 17 (General Terms) and 18 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Mechanized AI's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in any Customer Materials provided to Mechanized AI. Except for Customer's license rights in this Agreement, Mechanized AI and its licensors retain all intellectual property and other rights in the Software, any Technical Services deliverables and related Mechanized AI technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Mechanized AI. If Customer provides Mechanized AI with feedback or suggestions regarding the Software or other Mechanized AI offerings, Mechanized AI may use the feedback or suggestions without restriction or obligation.

11. Usage Data. The Software may collect, and transmit to Mechanized AI, Usage Data. Mechanized AI may use Usage Data internally to operate, improve and support the Software.

12. Limitations of Liability.

12.1. Consequential Damages Waiver. Neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

12.2. Limitation of Liability. Any and all liability arising under this Agreement shall be subject to those limitations set forth in the Terms and Conditions.

13. Confidentiality.

13.1. Definition. “Confidential Information” means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Mechanized AI’s Confidential Information includes the terms and conditions of this Agreement (including pricing information), the Software and any technical or performance information about the Software.

13.2. Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Mechanized AI, the subcontractors referenced in Section 17.9), provided it remains responsible for their compliance with this Section 13 and they are bound to confidentiality obligations no less protective than this Section 13.

13.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party’s Confidential Information. The receiving party may disclose Confidential Information if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment.

13.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 14.

14. Trials and Betas. If Customer receives access to the Software or Software features on a free or trial basis or as an alpha, beta or early access offering (“Trials and Betas”), use is permitted only for Customer’s internal evaluation during the period designated by Mechanized AI (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Mechanized AI may never release, and their features and performance information are Mechanized AI’s Confidential Information.

Notwithstanding anything else in this Agreement, Mechanized AI provides no warranty, indemnity or support for Trials and Betas and its liability for Trials and Betas will not exceed US \$500.

15. Modifications.

15.1. Modifications to Agreement. Mechanized AI may modify this Agreement from time to time with notice to Customer. Modifications take effect at the earlier of Customer’s next Subscription Term or Order. Once the modified Agreement takes effect Customer’s continued use of the Software constitutes its acceptance of the modifications. Mechanized AI may require Customer to click to accept the modified Agreement.

16.2. Modifications to Support Policy. The Support Policy is not subject to Section 15.1 (Modifications to Agreement). With notice to Customer, Mechanized AI may modify the Support Policy to reflect new features or changing practices, but the modifications will not materially decrease Mechanized AI's overall obligations during a Subscription Term.

16. General Terms.

16.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

16.2. Mechanized AI Contracting Entity, Governing Law. This contract is governed by the laws of the State of Georgia, USA.

16.3. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

16.4. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service. If to Mechanized AI, notice must be sent to the provided Mechanized AI address (with a copy to legal@Mechanized.ai). If to Customer, Mechanized AI may provide notice to the address Customer provided at registration or in the first Order. Either party may update its address with notice to the other party. Mechanized AI may also send operational notices to Customer by email.

16.5. Entire Agreement. This Agreement (which includes all Orders, Terms and Conditions, the Support Policy and the Local Law Addendum) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

16.6. Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Mechanized AI. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Mechanized AI; any of these Customer documents are for administrative purposes only and have no legal effect.

16.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

16.8. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic, or natural disaster.

16.10. Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

16.11. Export. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not and will not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being

used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

16.12. Open Source. The Software may incorporate third-party open source software ("**OSS**") To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

16.13. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

15.14. License Verification. Within 30 days of Mechanized AI's written request, Customer will certify in a writing signed by a senior compliance officer of Customer that its use of the Software is in full compliance with the terms of this Agreement, including the applicable Scope of Use. If Customer exceeds the Scope of Use, Customer will pay Mechanized AI for its past and ongoing excess use at the rates set forth in the applicable Order. Mechanized AI will not exercise this verification right more than once annually except in cases of repeated violations.

16.15. Local Law Addendum. Customer agrees to the terms set forth in the Local Law Addendum applicable to Customer's Account Country, if any. In the event of a conflict with the terms of the main body of this Agreement, the terms of the Local Law Addendum will control.

16.16. Reseller Orders. This Section applies if the Software is **licensed** by Customer through an authorized Reseller or Cloud Provider. (a) **Commercial Terms.** Instead of paying Mechanized AI, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer's order details (e.g., Scope of Use and fees) will be as stated in the Order placed by the Reseller with Mechanized AI on Customer's behalf. The Reseller is responsible for the accuracy of such Order. Mechanized AI may terminate Customer's rights to use the Software if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund under this Agreement, Mechanized AI will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified. (b) **Relationship with Mechanized AI.** This Agreement is directly between Mechanized AI and Customer and governs all use of the Software by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Mechanized AI's behalf, and Mechanized AI is not bound by any obligations to Customer other than as set forth in this Agreement. Mechanized AI is not party to (or responsible under) any separate agreement between Customer and the Reseller and is not responsible for the Reseller's acts, omissions, products or services. The amount paid or payable by the Reseller to Mechanized AI for Customer's use of the applicable Software under this Agreement will be deemed the amount paid or payable by Customer to Mechanized AI under this Agreement for purposes of Section 12 (Limitations of Liability).

17. Definitions.

"Account Country" means the country associated with Customer's account. If Customer has provided a valid tax registration number for its account, then Customer's Account Country is the country associated with its tax registration. Otherwise, Customer's Account Country is the country where its billing address is located.

"Affiliate" means an entity that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"APIs" means any application programming interfaces to the Software specified for Customer's use in the Documentation or Order.

"Credentials" means user login name, passwords, accounts, license keys or other Software access mechanisms provided by Mechanized AI.

"Customer Materials" means materials, systems and other resources that Customer provides to Mechanized AI in connection with Technical

Services.

“Documentation” means Mechanized AI’s usage guidelines and standard technical documentation for the Software

“Laws” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

“Order” means an order or statement of work for access to the Software, Support, Technical Services, or related Mechanized AI services referencing this Agreement that is executed by the parties or that Customer completes through a Mechanized AI provided online order flow.

“Plugins” means software, scripts or other code made available on Mechanized AI’s Plugin website or otherwise in connection with the Software that may be deployed by Customer to extend Software functionality, including to enable an integration between the Software and a Third-Party Platform.

“Scope of Use” means Customer’s authorized scope of use for the Software specified in the applicable Order, which may include any user, copy, instance or other restrictions.

“Software” means the object code form of Mechanized AI’s proprietary installed software product, as identified in the relevant Order. The Software includes the Documentation and any Updates, but does not include Technical Services deliverables, Third-Party Platforms or Plugins.

“Subscription Term” means the term for Customer’s use of the Software as identified in an Order.

“Support” means the support services for the Software as described in the Order. For clarity, Support is not applicable for Plugins.

“Technical Services” means any implementation, training, enablement, consulting or other technical services provided by Mechanized AI related to the Software, as identified in an Order.

“Third-Party Platform” means any platform, cloud provider, add-on, service or product not provided by Mechanized AI that Customer elects to integrate or enable for use with the Software.

“Usage Data” means Mechanized AI’s technical data and learnings about Customer’s use of the Software.

“User” means any employee or contractor of Customer or its Affiliates that Customer allows to use the Software on its behalf.