

Writer, Inc.
Enterprise User License Agreement
Last updated: April 21, 2025

1. Scope.

1.1 Agreement and Parties. This Enterprise User License Agreement (“EULA”) applies to and is entered into between Writer, Inc. (“we,” “us,” or “Provider”) and the individual or entity (“you” or “Customer,” and each of Customer and Provider, a “Party”) that uses the foundational models or other technology we have made available in Amazon Bedrock through Amazon Bedrock (“Services”). Neither Amazon Web Services, Inc. nor any of its Affiliates (collectively, “AWS”) is a party to this EULA and none of them will have any liability or obligations under this EULA. “Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. “User” means you, your Affiliates, and any other person authorized by you or your Affiliates to use Services in Amazon Bedrock, including your customers and end users.

1.2 Updates to the EULA. We may amend this EULA at any time by posting the modified version in the Amazon Bedrock interface or the AWS Service Terms. The changes will take effect (a) once a User uses a Services after such change or (b) upon the effective date stated in such modified version (if later). This EULA may also be changed by an amendment mutually agreed upon in writing by the Parties, which will take precedence over any conflicting provisions of the then-current EULA.

2. Access and Use.

2.1 Services. This EULA does not grant you any intellectual property license or right in the Services, except the right to use the Services in Amazon Bedrock in accordance with this EULA.

2.2 Acceptable Use and Requirements. You may not use, and will not allow others to use, the Services: (a) for any illegal or fraudulent activity; (b) to violate the rights of others, including privacy rights of others, such as unlawful tracking, monitoring, and identification; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for harm or abuse of a minor, including any content or activity that promotes grooming, child sexual exploitation, or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (f) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); (g) to reverse engineer, disassemble, decompile, or otherwise attempt to derive the algorithms, architecture, parameters, or underlying weights of any Services; (h) for intentional disinformation or deception; (i) to depict a person’s voice or likeness without their consent or other appropriate rights, including unauthorized impersonation and non-consensual sexual imagery; (j) to harass, harm, or encourage the harm of individuals or specific groups; (k) to intentionally circumvent safety filters and functionality or prompt models to act in a manner that violates this Section or any similar AWS policy concerning your use of AWS products or services; (l) to perform a lethal function in a weapon without human authorization or control; (m) intentionally in any manner or for any purpose that infringes any third-party intellectual property or other proprietary right, or that violates any applicable law; (n) or export the Services in violation of applicable export laws; (o) or Provider’s Confidential Information for benchmarking or competitive analysis to develop a competing product or service; (p) in a manner such that you frame, mirror, sell, resell, rent, or lease any access or use of the Services to any other third party, but this Section 2.2(p) does not limit your right to incorporate the Services into your own application or service to the extent enabled through Bedrock; or (q) in a manner that violates Provider’s Acceptable Use Policy, available at www.writer.com/acceptable-use. You are responsible for any breach of this EULA by Users.

2.3 Fees. You will pay all applicable fees and taxes related to use of the Services to AWS at the rates posted at <https://aws.amazon.com/bedrock/pricing/> unless otherwise agreed by the Parties. We may update the published rates from time to time, to be effective the earlier of 30 days after the updates are posted by us or AWS or when you otherwise receive notice. You will pay the fees for your use of the Services, and applicable taxes, to AWS in accordance with your agreement with AWS to access and use AWS products or services (“AWS Agreement”). This EULA does not limit any obligations or rights you or AWS have under the AWS Agreement.

2.4 Suspension. We may require that AWS suspend your access to any portion or all of the Services if we reasonably believe or determine that (a) there is a risk to or attack on any of the Services; (b) you or any User are using the Services in violation of Section 2.2 of this EULA; or (c) the Services becomes prohibited by applicable law (each, a “Service Suspension”). We will use reasonable efforts to provide written notice of any Service Suspension to you and work with AWS to restore access as soon as reasonably possible after the event giving rise to the Service Suspension is cured, where curable. We will have no liability for any losses (including any loss of data or profits) that you experience as a result of a Service Suspension.

3. Proprietary Rights; Feedback. Subject to the rights expressly granted in this EULA, we retain all right, title, and interest we may have in and to the Services including all intellectual and proprietary rights in the Services. Subject to this EULA: (a) we make no

claim to ownership of, and have no rights to, any text, documents, images, or other material that is submitted by or on behalf of you to the Services in order to receive a result generated by the Services (“**Inputs**”) or content generated by a Services based on your Inputs (“**Outputs**”); and (b) if customization functionality is enabled with respect to the Services, you will have exclusive use of and access to any incremental improvements, enhancements, fine-tuning, or other modifications to the Services (“**Customizations**”) created by you or your Users, or on your behalf, as a result of your use of that functionality. We assign and transfer to you any and all right and title we may have in the Outputs. We have no rights under this EULA to access your AWS account, including any Inputs or Outputs contained in your account. We will not train, develop, or improve our Services with your Inputs or Outputs. If you choose to provide us with ideas, suggestions, or proposals (“**Feedback**”), you grant us a non-exclusive, perpetual, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to use such Feedback in any manner without any obligation or restriction.

4. Confidentiality.

4.1 Scope. This Section 4 applies if there is no separate nondisclosure agreement between the Parties (or their Affiliates) that applies to the exchange of Confidential Information in connection with the Services in Amazon Bedrock. “**Confidential Information**” means any nonpublic information directly disclosed or made accessible by either Party (“**Discloser**”) to the other Party (“**Recipient**”) pursuant to this EULA that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Confidential Information will not, however, include any information that: (a) was publicly known or generally available before the time of disclosure; (b) becomes publicly known or generally available after disclosure through no fault of Recipient; (c) is in the possession of Recipient, without restriction as to use or disclosure, at the time of disclosure; (d) was lawfully received, without restriction as to use or disclosure, from a third party who was free to share with Recipient; or (e) is developed by Recipient independently from this EULA and without use of or reference to Discloser’s Confidential Information or intellectual property.

4.2 Obligations. Each Party will maintain as confidential the Confidential Information of the other Party using all reasonable precautions, including restricting disclosure to individuals who need to know in connection with this EULA and are bound to similarly protective confidentiality obligations, and notifying the other Party of any unauthorized use or disclosure and reasonably cooperating to limit further use or disclosure. Neither Party will use Confidential Information of the other Party for any purpose other than fulfilling its obligations or exercising its rights under this EULA. If required by law or governmental action, Recipient may disclose Confidential Information as so required but will give reasonable prior notice (when legally permitted) to Discloser. Recipient must still treat such information as Confidential Information.

5. Publicity. Neither Party will issue any press release or make any other public communication with respect to this EULA or your use of the Services without the other Party’s prior written consent.

6. Warranties, Disclaimers. Each Party represents and warrants that it is authorized to enter this EULA. You represent and warrant that you have all rights and consents required to submit Inputs to the Services. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THESE TERMS OR AS PROHIBITED BY LAW, WE DISCLAIM ALL WARRANTIES OF EVERY KIND, EXPRESS OR IMPLIED.

7. Term and Termination. This EULA will continue as long as you continue to use the Services, unless terminated earlier under this Section. We may terminate this EULA if you materially breach the EULA and do not cure the breach within 30 days following receipt from us of written notice of the breach. Upon termination or expiration of this EULA, your right to use the Services will terminate, and your access to the Services may be disabled. Sections 2 (Access and Use), 3 (Proprietary Rights), 4 (Confidentiality), 6 (Warranties, Disclaimers), 7 (Term and Termination), 8 (Limitations of Liability), 9 (Indemnification), 10 (Governing Law; Disputes), and 11 (General) will survive any expiration or termination of this EULA.

8. Limitations of Liability. Except for breaches of our indemnity obligations under Sections 9.1 (Provider Services Indemnity) and 9.2 (Provider Output Indemnity), your indemnity obligations under Section 9.3 (Customer Indemnity), or in the case of either Party’s gross negligence, willful misconduct, or fraud, in no event will: (a) either Party be liable to the other Party for any loss of data, loss of profits, cost of cover, or other indirect, special, punitive, incidental, or consequential damages arising out of or in connection with this EULA, however caused and regardless of theory of liability; nor will (b) either Party’s liability for direct damages under this EULA exceed the fees and other amounts paid and required to be paid by you for use of the Services in the twelve-month period preceding the claim.

9. Indemnification.

9.1 Provider Services Indemnity. We will defend you, your Affiliates, and your employees, officers, and directors from and against any third-party claim alleging that the Services infringe or misappropriate that third party’s intellectual property rights, and will pay the amount of any adverse final judgment or settlement. We will have no liability or obligation under this Section 9.1 to the extent arising out of: (a) Inputs or other data provided by or on behalf of you; (b) your use of the Services in breach of this EULA;

(c) Customizations; or (d) your use of the Services in a manner that you know or reasonably should know violates or infringes a third party's intellectual property rights.

9.2 Provider Output Indemnity. We will defend you, your Affiliates, and your employees, officers, directors from and against any third-party claim alleging that the Output generated by the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. We will have no liability or obligation under this Section 9.2 with respect to any claim: (a) arising from Output generated in connection with Inputs or other data provided by you that, alone or in combination, infringes or misappropriates another party's intellectual property rights; (b) if you disregard instructions made available for the Services; (c) if your use of the Services breaches the EULA; (d) if you have made Customizations to the Services, and the alleged infringement or misappropriation would not have occurred but for this Customization; (e) arising after you receive notice to stop using the Output; (f) arising from Output that you know or reasonably should know may infringe or misappropriate another party's intellectual property rights; or (g) alleging that your use of Output infringes a third party's trademark or related rights. The remedies in this Section are the sole and exclusive remedies under the EULA for any third-party claims alleging that the Output generated by the Services infringes or misappropriates a third-party's intellectual property rights.

9.3 Customer Indemnity. You will, at your expense, defend us and our Affiliates and our employees, officers, and directors against any third-party claim alleging that any of your Inputs or subsequent use and/or modification of any Outputs infringe or misappropriate that third party's intellectual property rights, but only if such Outputs and use thereof would not have been infringing but for your particular manner of use or your particular modification of such Outputs, or any third-party claim arising out of your breach of this EULA, and will pay the amount of any adverse judgment or final settlement.

9.4 Process. The indemnification obligations in this Section 9 will apply only if the Party seeking defense or indemnity: (a) gives the other Party prompt written notice of the claim; (b) permits the other Party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other Party (at the other Party's expense) in the defense and settlement of claim. In no event will a Party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other Party.

10. Governing Law; Disputes. This EULA is governed by the laws of the State of California, without reference to its conflict of law rules. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in San Francisco, California, for any dispute arising out of this EULA. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA.

11. General. Neither Party may assign this EULA without the prior written consent of the other Party, except that we may assign this EULA to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of our assets, or any similar transaction. Effective upon such assignment, the assignee is deemed substituted for us as a Party to this EULA, and we are fully released from all of our obligations and duties to perform under this EULA. Any assignment or transfer in violation of this Section will be void. Subject to this Section, this EULA will be binding upon, and inure to the benefit of, the Parties and their respective permitted successors and assigns. This EULA is the entire agreement between you and us and supersedes all prior or contemporaneous agreements between you and us, whether written or verbal, regarding the subject matter of this EULA. Any failure or delay by either Party to exercise or partially exercise any right under this EULA will not be deemed a waiver of such right. A waiver will be valid only if made in writing by the Party making the waiver. If any term of this EULA is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this EULA will not be affected and will be valid and enforceable to the fullest extent permitted by law. To be effective, notice under this EULA must be given in writing (email sufficient). Except as set forth in Section 9, this EULA does not create any third-party beneficiary rights in any individual or entity that is not a Party to this EULA.