TOMORROWX – AI SPARK
END USER SUBSCRIPTION LICENSE AGREEMENT (EUSLA)
Version: 1.0
Date: 24 February 2026

IMPORTANT — READ CAREFULLY

This Agreement governs your subscription license to use AI Spark as deployed software inside your network. By installing, accessing, or using AI Spark, you accept and agree to be bound by this Agreement. If you do not agree, do not install, access, or use the Software. If you accept on behalf of an entity, you represent you have authority to bind that entity.

1.   PARTIES

1.1 Licensor: TomorrowX Pty Ltd (ACN 117 945 945) of 41–43 Stewart Street, Richmond VIC 3121, Australia ("TomorrowX", "we", "us").

1.2 Customer: The individual or entity that installs, accesses, or uses AI Spark ("Customer", "you").

2.   DEFINITIONS

"AI Spark" means a defined, product-based software offering that provides a controlled starting point to organise, align and govern AI activity in regulated and risk-aware environments, without forcing large programmes or invasive system change. AI Spark is designed to enable the use of Artificial Intelligence (AI) within organisations at any level, from small teams to organisation wide. AI Spark is delivered as part of an AI Spark program, which includes services. AI Spark removes typical bottlenecks in AI adoption by: (1) Enabling education, standardised terminology and guardrails around usage within any given network and/or organisation; (2) Enabling staff participation in the identification of usage opportunities; (3) Providing a standardised way for AI usage opportunities to be identified and prioritised, with the support of a governed structure and process that adds trust to the entire AI Spark program.

"Authorised Partner" means an entity designated by TomorrowX from time to time as authorised to sell, deliver, support and/or audit AI Spark, including those listed at https://x.tomorrowx.com/partners/list.html or as otherwise advised by TomorrowX in writing.

"BAU Hours" means Customer's standard business-as-usual operating hours for the relevant operational function in the applicable locale.

"CAP" means TomorrowX's Composable Agentic Platform.

"CAP Agreement" means the applicable TomorrowX CAP end user license and/or services subscription agreement made available on the marketplace through which Customer acquired AI Spark, or as otherwise made available by TomorrowX (including at https://docs.tomorrowx.com).

"Comprehensive Support" means the support experience described as "Comprehensive Support" for the applicable Subscription Tier in an Order, delivered by an Authorised Partner, and further described (if at all) in the Order and/or Customer's agreement with the Authorised Partner. Comprehensive Support is not a warranty or guarantee of outcomes.

"Customer Data" means all data, prompts, content, messages, events, transactions, logs, metadata and other information processed within Customer's environment through Customer's use of AI Spark.

"Digital Support" means baseline, best-efforts, digital channel support (e.g., ticketing, knowledge base, remote guidance), delivered by an Authorised Partner, as further described (if at all) in the Order and/or Customer's agreement with the Authorised Partner. Digital Support is not a warranty or guarantee of outcomes.

"Documentation" means user guides, release notes, deployment notes, the Instance Portal content (defined below) and other documentation provided with AI Spark.

"Environment Details" means the environment identifiers required by TomorrowX (directly or via an Authorised Partner) to bind a License Key to a Licensed Environment. Environment Details may include (without limitation) cloud account identifiers, region, VPC/VNet identifiers, cluster identifiers, hostnames, instance identifiers, or other deployment attributes relevant to the chosen architecture.

"Instance Portal" means a customer-specific internal web page or portal associated with Customer's deployed AI Spark instance(s), describing AI Spark's purpose, operational model and governance controls for use inside Customer's environment. Instance Portal URLs are unique per Customer environment and may not be Internet-reachable.

"License Key" means a license key issued for AI Spark enabling operation in a Licensed Environment and encoding (as applicable) license type (Production or Testing), Subscription Term, Subscription Tier, and permitted quantities.

"Licensed Environment" means the specific computing environment for which a License Key is issued, as identified by Environment Details.

"Multi-Production" means deployment of AI Spark in more than one Production Instance for different

teams, divisions, business units, or operational groups (whether in the same or different environments).

"Order" means an ordering document (including a partner quote, statement of work, marketplace private offer, or similar instrument) specifying Subscription Term, License Keys, Subscription Tier(s), quantities and fees.

"Production Instance" means an instance of AI Spark used for Production Use.

"Production Use" means use of AI Spark with real operational data by operational staff during BAU Hours.

"Registered User" means any individual human user account created or registered within a Production Instance, including administrators and Innovation Board members. For the avoidance of doubt:

(a) AI Spark is not licensed for API users and Customer must not create or use API-only user identities for AI Spark; and

(b) two separate accounts count as two Registered Users, even if used by the same person.

"Peak Registered Users" means the highest number of Registered Users recorded at any time during the applicable Subscription Period (or Subscription Year, if applicable) for the relevant Production Instance.

"Specialist Innovator" means a specialist resource that Customer may procure for additional fees (typically via an Authorised Partner or as set out in the Order). "Access to procure a Specialist Innovator" does not mean the Specialist Innovator is included at no charge.

"Subscription Period" means the period stated in the Order (e.g., 1 month, 12 months, 24 months, 36 months, or as otherwise agreed in writing).

"Subscription Year" means each 12-month period within a Subscription Period of 12 months or more, commencing on the subscription start date in the Order (and each successive 12-month period thereafter).

"Subscription Tier" means the tier purchased for a Production Instance under an Order, determined by Peak Registered Users and aligned to the pricing bands in Section 6.

"Testing Instance" means an instance of AI Spark used solely for non-production purposes (development, testing, evaluation, training, or user acceptance testing) and not used for Production Use.

3.   DEPLOYMENT MODEL — SOFTWARE, NOT HOSTED; NO ACCESS; NO CALL-TO-HOME

3.1 Software subscription (not SaaS). AI Spark is deployed software that operates inside Customer's own environment and within Customer's security boundaries. AI Spark is a software subscription license, not a hosted service.

3.2 No access to Customer Data. Because AI Spark operates inside Customer's environment, TomorrowX has no access to Customer Data as part of ordinary operation, and AI Spark does not require Customer Data to be transmitted to TomorrowX in order to function.

3.3 No call-to-home; offline operation. AI Spark has no call-to-home behaviour and is designed to be capable of operating without Internet connectivity, including in disconnected or high-assurance environments. Customer controls all connectivity decisions.

3.4 Deployment architectures. AI Spark may be deployed in multiple architectures. Authorised Partners are certified to advise on deployment approaches. Customer is responsible for final selection and approval of its architecture.

4.   LICENSE GRANT

4.1 Grant. Subject to this Agreement and payment of fees under an Order, TomorrowX grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Period to install (if applicable), access and use AI Spark solely for Customer's internal business purposes, in accordance with the License Key(s), this Agreement, and the applicable Order.

4.2 Reservation of rights. All rights not expressly granted are reserved by TomorrowX and its licensors.

4.3 Partner-led commercial model. AI Spark is typically purchased, delivered, and supported via an Authorised Partner. Commercial terms (fees, invoicing, services) may be with the Authorised Partner, but this Agreement governs Customer's rights to use AI Spark.

4.4 CAP derivative work acknowledgement. Customer acknowledges and agrees that AI Spark is a derivative work of, and/or incorporates components or capabilities from, TomorrowX's CAP.

4.5 CAP Agreement deemed accepted. By installing, accessing, or using AI Spark, Customer also accepts the applicable CAP Agreement, which is incorporated by reference into this Agreement to the extent relevant to AI Spark and not inconsistent with this Agreement.

4.6 CAP Agreement location and precedence. The CAP Agreement is available for reference on the marketplace through which Customer acquired the AI Spark software, or at https://docs.tomorrowx.com. If the CAP Agreement presented on the marketplace and the CAP Agreement available at https://docs.tomorrowx.com differ, the CAP Agreement presented on the marketplace takes precedence.

4.7 AI Spark EUSLA prevails for AI Spark-specific terms. If there is any conflict between this Agreement and the CAP Agreement in relation to AI Spark-specific subscription licensing terms (including Subscription Tiers, License Keys, user-count licensing, Production/Testing classification, and partner-delivered inclusions), this Agreement prevails for AI Spark. In all other respects, the CAP Agreement supplements this Agreement.

5. LICENSE KEYS, ENVIRONMENTS, AND INSTANCE TYPES

5.1 Separate license keys required. Customer must purchase (or have provided as separate line items in an Order) separate License Keys for:
(a) each Production Instance / Production Licensed Environment (a "Production License Key"); and
(b) each Testing Instance / Testing Licensed Environment (a "Testing License Key").

5.2 Environment binding. Each License Key is issued for a specific Licensed Environment based on Environment Details provided. Customer must ensure Environment Details are accurate and complete. A License Key is not valid outside its Licensed Environment.

5.3 No transfer. Customer must not transfer a License Key to a different environment. If Customer requires a change of Licensed Environment, Customer must request re-issuance via its Authorised Partner (or TomorrowX if directed). Additional fees may apply.

5.4 Testing License Key (flat per environment). The Testing License Key is licensed on a flat, per-environment basis and is not user-metered. Testing is strictly limited to non-production purposes.

5.5 Reclassification of Testing to Production. If a Testing Instance is used for Production Use (including any use with real operational data by operational staff during BAU Hours), it is deemed a Production Instance and must be relicensed with a Production License Key. Production user licensing and tier rules apply from the first date of such Production Use.

6. SUBSCRIPTION TIERS (PRODUCTION) — PRICING BAND ALIGNMENT

6.1 Tiering model. For each Production Instance, Customer must purchase a Subscription Tier that covers Peak Registered Users for that Production Instance during the applicable Subscription Period (and during each Subscription Year, where applicable).

6.2 Subscription Tiers. Unless otherwise set out in an Order, the tier bands for AI Spark Annual Subscription are:

Tier A: 1 to 10 Users

AI Spark Annual Subscription for 1 to 10 Users, AI Spark limited software license and Self-Service with Digital Support included. All products offer specific support plans, available separately from partners.

Tier B: 11 to 50 Users

AI Spark Annual Subscription for 11 to 50 Users, AI Spark limited software license, onboarding, training, and Comprehensive Support included. All products offer specific support plans, available separately from partners.

Tier C: 51 to 150 Users

AI Spark Annual Subscription for 51 to 150 Users, AI Spark limited software license, onboarding, training, and Comprehensive Support included. All products offer specific support plans, available separately from partners.

Tier D: 151 to 500 Users

AI Spark Annual Subscription for 151 to 500 Users, AI Spark limited software license, onboarding, training, Comprehensive Support, and access to procure a Specialist Innovator. Specific support plans available separately from partners.

6.3 Over 500 users. If Peak Registered Users exceeds 500 for any Production Instance, Customer must procure a separately quoted tier or enterprise arrangement via an Authorised Partner (or as otherwise agreed in writing).

7. USER LICENSING METRIC (PRODUCTION) — HIGH-WATER MARK; TRUE-UP

7.1 Production user metric. The Production License Key is licensed by Peak Registered Users in the applicable Production Instance.

7.2 All humans count. All human accounts in a Production Instance count as Registered Users, including administrators and Innovation Board members. There are no API users for AI Spark.

7.3 Separate accounts count separately. If a single individual holds multiple accounts (e.g., admin and non-admin), each account counts as a separate Registered User.

7.4 High-water mark. Peak Registered Users is the maximum number of Registered Users at any time during the applicable Subscription Period (and each Subscription Year, where applicable). Deleting, disabling, or reassigning accounts does not reduce Peak Registered Users for that period.

7.5 Tier determination. The applicable Subscription Tier for a Production Instance is determined by Peak Registered Users for that Production Instance for the relevant period.

7.6 True-up / tier upgrade. If Peak Registered Users exceeds the maximum for the Subscription Tier purchased for that Production Instance at any time:
(a) Customer must promptly notify its Authorised Partner (and/or TomorrowX if directed);
(b) Customer must purchase an upgrade to the Subscription Tier that covers Peak Registered Users; and
(c) unless the Order specifies a different adjustment method, the upgrade applies effective from the date the overage first occurred and fees are the pro-rated difference between tiers for the remainder of the applicable Subscription Term (or pro-rated for the remainder of the Subscription Period for non-annual terms).

8. MULTI-PRODUCTION

8.1 Separate production keys per division/team instance. If Customer deploys Multi-Production, each Production Instance requires its own Production License Key bound to its Licensed Environment.

8.2 Tiering per Production Instance. Peak Registered Users and Subscription Tier are measured and applied separately for each Production Instance, unless an Order expressly provides pooled licensing across multiple Production Instances.

9. **RESTRICTIONS**

Customer must not (and must not permit others to):

9.1 circumvent or bypass License Keys, usage measurement, or controls;

9.2 reverse engineer, decompile, or disassemble AI Spark except to the extent prohibited by law;

9.3 provide AI Spark to third parties as a hosted service, service bureau, managed service, timesharing or outsourcing offering, except where an Authorised Partner is expressly authorised by TomorrowX in writing;

9.4 remove or alter proprietary notices;

9.5 use AI Spark to develop or improve a competing product.

10. **SUPPORT, ONBOARDING, TRAINING, AND RELATED SERVICES**

10.1 Partner delivery. All support, onboarding, training, and related services included in any Subscription Tier are delivered via an Authorised Partner under Customer's agreement with that Authorised Partner, except to the extent TomorrowX provides assistance as described in Section 10.2.

10.2 TomorrowX best-endeavours assistance (Tier A). For Tier A (1–10 Users), TomorrowX will provide best-endeavours assistance via the Authorised Partner, subject to partner engagement and Customer following the partner's support process.

10.3 Support plans available separately. Any "specific support plans" available separately are offered by Authorised Partners under separate commercial terms and are not included unless expressly stated in the Order.

10.4 No warranty. Support, onboarding, training, and any services are provided on a best-efforts basis unless expressly agreed otherwise in a signed Order, and do not create warranties or guarantees of outcomes.

11. **AUDIT AND VERIFICATION OF LICENSING**

11.1 Audit right. During the Subscription Period and for one (1) year thereafter, TomorrowX may audit Customer's compliance with this Agreement, including Production vs Testing designation, Environment Details and License Key bindings, and Peak Registered Users.

11.2 Who may audit. Audits may be conducted by TomorrowX or by an Authorised Partner or other third party authorised by TomorrowX, acting on TomorrowX's behalf.

11.3 Offline-friendly method. Because AI Spark has no call-to-home and may run disconnected, audits will be performed using local administrative records and logs inside Customer's environment and/or exported evidence supplied by Customer reasonably sufficient to validate compliance.

11.4 Notice and frequency. Unless there is a reasonable basis to suspect deliberate circumvention, audits will occur no more than once per 12-month period, during normal business hours, with at least ten (10) business days' prior written notice.

11.5 Under-licensing remediation. If an audit identifies under-licensing, Customer must within ten (10) business days:

(a) purchase sufficient licenses / Subscription Tier upgrades to cover Peak Registered Users for the relevant period; and

(b) pay outstanding fees (including applicable backdated amounts as determined under Section 7.6).

11.6 Audit costs threshold. If under-licensing exceeds 10% of the licensed user quantity for the relevant Subscription Tier or Order line item, Customer must reimburse TomorrowX for reasonable audit costs.

11.7 Confidentiality of audit materials. Audit evidence and outputs provided to TomorrowX (or its auditor) must be treated as Customer Confidential Information and used only for verifying licensing compliance.

12. **INTELLECTUAL PROPERTY AND CUSTOMER DATA**

12.1 TomorrowX IP. AI Spark, Documentation, and all related intellectual property rights are owned by TomorrowX and/or its licensors, including any incorporated CAP components and derivative works embodied in AI Spark.

12.2 Customer Data remains Customer's; no back-end access. Customer retains all rights in Customer Data. Because AI Spark operates inside Customer's environment, TomorrowX has no back-end access to Customer Data by virtue of this Agreement.

12.3 Feedback. If Customer provides suggestions or feedback, Customer grants TomorrowX a perpetual, irrevocable, royalty-free right to use and incorporate that feedback into TomorrowX products and services, provided TomorrowX does not use Customer Confidential Information in a way that identifies Customer without Customer's consent.

13. **WARRANTY DISCLAIMERS**

13.1 Authority warranty only. TomorrowX warrants only that it has the right to grant the license described in this Agreement.

13.2 No performance or fit-for-purpose warranty. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER AI SPARK IS SUITABLE FOR CUSTOMER'S PURPOSES (INCLUDING REGULATORY, SECURITY, OPERATIONAL, AND BUSINESS REQUIREMENTS).

13.3 AS IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AI SPARK AND DOCUMENTATION (INCLUDING ANY CAP COMPONENTS INCORPORATED INTO AI SPARK) ARE PROVIDED "AS IS" AND TOMORROWX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

14.1 Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOMORROWX HAS NO LIABILITY ARISING OUT OF OR RELATING TO AI SPARK, ITS PERFORMANCE, ITS FITNESS FOR PURPOSE, ANY SERVICES, OR THIS AGREEMENT (INCLUDING ANY CAP COMPONENTS INCORPORATED INTO AI SPARK).

14.2 Consequential loss excluded. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOMORROWX WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, GOODWILL, DATA OR ANTICIPATED SAVINGS.

14.3 Cap where required. Where liability cannot be excluded by law, TomorrowX's total aggregate liability is limited to the fees paid for AI Spark for the relevant Subscription Period (or the minimum amount permitted by law).

14.4 Non-excludable rights. Nothing in this Agreement excludes rights or remedies that cannot be excluded under applicable law, but liability is limited to the maximum extent permitted.

15. TERM, SUSPENSION, AND TERMINATION

15.1 Term. This Agreement begins on first installation/access/use and continues until the end of the Subscription Period(s), unless terminated earlier.

15.2 Suspension. TomorrowX may suspend license rights immediately upon notice if Customer materially breaches Sections 5–9 or 11, including deliberate circumvention or material under-licensing, until the breach is cured.

15.3 Termination for breach. TomorrowX may terminate this Agreement upon written notice if Customer materially breaches this Agreement and fails to cure within ten (10) business days after notice, or immediately for deliberate circumvention.

15.4 Effect of termination/expiration. Upon termination or expiration, Customer must cease use of AI Spark and, upon request, certify uninstall/deletion (except copies retained solely for legal compliance).

15.5 Survival. Sections intended by their nature to survive (including IP, audit rights during the stated period, disclaimers, limitations of liability, and any accrued payment obligations) survive termination.

16. COMPLIANCE; EXPORT; ACCEPTABLE USE

16.1 Customer must comply with applicable laws and regulations, including export control and sanctions laws.

16.2 Customer must not use AI Spark for unlawful activity.

17. GENERAL

17.1 Assignment. Customer may not assign this Agreement without TomorrowX's prior written consent.

17.2 Independent contractors. Authorised Partners are independent contractors. Nothing creates a partnership, employment, or agency relationship between TomorrowX and an Authorised Partner, except that an Authorised Partner may conduct audits as an authorised auditor under Section 11.

17.3 Entire agreement; precedence. This Agreement, the CAP Agreement (as incorporated under Section 4), and applicable Order(s) constitute the entire agreement for AI Spark. If there is a conflict:
(a) the Order controls only for commercial variables (Subscription Period, tier, quantities, fees, and included services);
(b) this Agreement controls for AI Spark-specific subscription licensing terms (including Subscription Tiers, License Keys, user-count licensing, Production/Testing classification, and partner-delivered inclusions); and
(c) the CAP Agreement controls for incorporated CAP terms not specifically addressed in this Agreement.
An Order does not modify Sections 13–14 (disclaimers/limitations) unless an authorised officer of TomorrowX signs an express written amendment.

17.4 Severability. If any provision is held invalid, the remaining provisions remain in effect.

17.5 Governing law. This Agreement is governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

18. NOTICES

18.1 Notices to TomorrowX:
TomorrowX Pty Ltd, 41–43 Stewart Street, Richmond VIC 3121, Australia
Email: legal@tomorrowx.com (or as otherwise notified)

18.2 Notices to Customer:
As specified in the Order, or if none, the primary administrative email address/domain registered in the Production Instance.

— END OF AGREEMENT —