

TERMS OF SERVICE

Spire OpenKnowra Platform

Effective Date: 27th July 2026 | Version 6.0

Thank you for using OpenKnowra. These Terms of Service ("Terms") apply to your access to and use of the OpenKnowra platform, including our website at www.spire.ai, our APIs, AI Agents, Digital Workers, AI Agentic Applications, Assemblies, Outcomes, integrations, and any other services we make available (collectively, the "Services"). These Terms form a binding agreement between you and Spire Innovations, Inc., a Delaware corporation with registered office at 1013 Centre Road, Suite 4038, Wilmington, DE 19805, United States, and principal place of business at 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, United States ("Spire," "Company," "we," "our," or "us"). By clicking "I Agree," creating an account, signing an Order Form, or otherwise accessing or using the Services, you agree to these Terms. If you do not agree to these Terms, you must not access or use the Services. By taking any of the actions described above, you acknowledge that you have had the opportunity to read these Terms, that you intend to be legally bound by them, and that your electronic acceptance has the same effect as a handwritten signature. We may record and retain evidence of your acceptance, including the version of these Terms accepted and the date and time of acceptance.

Our Privacy Policy and our Acceptable Use Policy explain how we collect, use, disclose, and process personal data and the rules governing your use of the Services. Although they do not form part of these Terms, they are important documents that you should read together with these Terms.

If your organization has executed a separate Master Services Agreement, Order Form, or Enterprise Agreement with Spire (collectively, an "Enterprise Agreement"), your use of the Services is governed by that Enterprise Agreement, and these Terms apply only to the extent not inconsistent with it.

If you are entering into these Terms on behalf of a company, organization, or other legal entity, you represent that you have the legal authority to bind that entity, and references to "you," "your," or "Customer" mean that entity.

PLEASE READ THESE TERMS CAREFULLY. THEY INCLUDE IMPORTANT PROVISIONS ABOUT (A) THE NATURE OF DIGITAL WORKERS AS SOFTWARE (NOT EMPLOYEES) AND THE LABOR, TAX, AND EMPLOYMENT-LAW IMPLICATIONS OF DEPLOYING THEM; (B) THE USE OF AI AGENTS THAT TAKE AUTONOMOUS OR SEMI-AUTONOMOUS ACTIONS ON YOUR BEHALF, INCLUDING IRREVERSIBLE ACTIONS; (C) YOUR RESPONSIBILITY FOR AGENTIC ACTIONS, THIRD-PARTY INTEGRATIONS, AND AI DISCLOSURES TO AFFECTED INDIVIDUALS; (D) RESTRICTIONS ON USE BY COMPETITORS; (E) OUR LIMITED WARRANTIES AND DISCLAIMERS; (F) LIMITATIONS OF OUR LIABILITY; AND (G) THE RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS.

1. Who We Are

Spire Innovations, Inc. is an enterprise AI company operating the OpenKnowra platform. OpenKnowra is a context-graph-based AI platform that exposes a layered stack of capabilities to enterprises, organized across a number of product categories. The product categories, products, layers, and offering names described in these Terms are provided for general description only; the specific products, features, tiers, and offerings made available, and their names, are as described on the Spire website and in the Documentation from time to time and may change without amendment of these Terms. The Services are made available across four commercial layers: APIs (composable context APIs), AI Agents (production agentic applications), Digital Workers (role-bound, persistent AI workers), and Outcomes (pre-engineered enterprise outcomes), together with Assemblies (composable crews of Workers and Agents).

The Services use proprietary and third-party artificial intelligence and machine-learning models, including AI Agents and Digital Workers that can plan, decide, and execute multi-step actions on Customer's behalf, to generate insights, recommendations, classifications, communications, transactions, and other outputs from the data and instructions Customer provides.

2. Key Definitions

In addition to terms defined elsewhere in these Terms, the following definitions apply:

- **"Agent" or "AI Agent"**: an AI-powered software process within the Services that operates autonomously or semi-autonomously to plan, decide, and execute one or more steps in pursuit of an objective specified by Customer. AI Agents include the agentic applications listed on the Services (such as recruitment autopilot, planning copilots, and process discovery agents).
- **"Agentic Action"**: any action taken by an Agent or Digital Worker on Customer's behalf, including reading from or writing to third-party systems; sending communications; creating, modifying, or deleting records; executing transactions; invoking other software; and initiating or completing workflows.
- **"API" or "OpenKnowra API"**: a programmatic interface exposed by the Services for resolving entities, traversing the context graph, performing matches, generating signals, or otherwise interacting with the OpenKnowra context substrate.
- **"Assembly" or "Crew"**: a packaged composition of multiple Workers and Agents organized to perform a defined enterprise function (for example, a Revenue Retention Pod, a Transformation Office, a Talent Acquisition Crew, or a Customer Experience Function).
- **"Authorized Action"**: any Agentic Action Customer has expressly or impliedly authorized through its instructions, configurations, scope settings, granted credentials, or use of the Services.
- **"Connected Account"**: any third-party system, service, or account (including HRIS, ATS, CRM, calendar, email, communications, productivity, identity, or storage platforms) to which Customer

grants an Agent or Digital Worker access via credentials, API keys, OAuth tokens, service accounts, or other authentication mechanisms.

- **"Customer" or "you"**: the individual or legal entity that accesses, registers for, subscribes to, or uses the Services, including its Authorized Users.
- **"Customer Data"**: all data, content, files, documents, and records that Customer, its Authorized Users, or its Agents and Digital Workers submit to, generate within, or store in the Services, including Inputs, Outputs, account configurations, and audit logs maintained for Customer's benefit.
- **"Digital Worker"**: a configurable, persistent software instantiation of one or more Agents and supporting tools, designed to perform a defined business role or function (such as a Workforce Forecaster, Workforce Planner, Organisation Designer, Recruiter, Workforce Manager, Customer Success Manager, Business Process Analyst, Brand Manager, Knowledge Engineer, or Career Coach) over time, within scopes Customer configures. For the avoidance of doubt, a Digital Worker is software, not a natural person, and is not an employee, contractor, agent, or worker of Spire or Customer.
- **"High-Risk Use Case"**: any use of the Services that constitutes a "high-risk AI system" under the EU Artificial Intelligence Act (including the use cases listed in Annex III), or that produces legal or similarly significant effects on individuals, or that is otherwise designated as high-risk in our Acceptable Use Policy.
- **"Outcome"**: a pre-engineered, fixed-scope deliverable packaged as a Spire offering, as described on the Spire website and in the Documentation from time to time.
- **"Product Categories"**: the product categories into which the OpenKnowra platform's offerings are organized, as described on the Spire website and in the Documentation from time to time. The specific product categories, and their names, may change without amendment of these Terms.
- **"Spire Service Categories"**: the categories of services in which Spire competes, namely (i) context-graph-based enterprise AI platforms; (ii) AI agents, agentic applications, and digital workers in any of the five Product Categories; (iii) AI-driven enterprise outcomes (including network twins, agent operations centers, brand voice control systems, customer value management, intelligence graphs, and similar); and (iv) substantially similar enterprise AI services.
- **"Work Product"**: documents, code, communications, analyses, recommendations, classifications, decisions, or other outputs produced by an Agent, Digital Worker, or other Service component.
- **"Workforce Individual"**: any natural person whose personal data is processed by a Digital Worker, Agent, or other component of the Services in connection with employment, hiring, contracting, evaluation, performance management, or similar activity (including employees, contractors, candidates, applicants, and former workforce members).

3. Registration, Eligibility, and Access

3.1 Minimum age

Customer must be at least eighteen (18) years old, or the age of majority in its jurisdiction (whichever is higher), to use the Services. The Services are intended for use by businesses and professionals and are not directed to children.

3.2 Registration

To access most features of the Services, Customer must register for an account. Customer agrees to provide accurate, complete, and current information and to keep its account information up to date. Customer may not share its account credentials or make its account available to anyone else, and Customer is responsible for all activities that occur under its account, including activities of any Agent or Digital Worker operating under Customer's account or service-account credentials. Certain tiers may be available for self-service sign-up through the website, while others are available by Order Form only, as described on the Spire website.

3.3 Account security

Customer is solely responsible for maintaining the confidentiality of its account credentials, including usernames, passwords, API keys, single sign-on tokens, service-account credentials, and any credentials used to authenticate Agents and Digital Workers. Customer is responsible for all activities that occur under its account or via Agents or Digital Workers it configures, whether performed by a human, an Agent, a Digital Worker, or another automated process, except to the extent caused by Spire's gross negligence, willful misconduct, or breach of these Terms. If Customer believes its account or any Agent or Digital Worker credential is no longer secure, Customer must immediately notify us at security@spire.ai.

3.4 Corporate domains

If Customer creates an account using an email address owned by an organization (for example, an employer), that account may be added to the organization's business account with us. The organization's administrator may then access, manage, monitor, restrict, or remove the account, and may have access to Content and Agentic Action logs submitted through that account.

3.5 Eligibility and right to refuse

Spire reserves the right, in its sole discretion and without obligation to provide reasons, to refuse, decline, suspend, or terminate any account, registration, subscription request, free trial, evaluation access, API key issuance, or Order Form where:

- the applicant or Customer is a Restricted Competitor (as defined below);

- the applicant's or Customer's business activities, products, or services would, in Spire's reasonable assessment, place it in direct competition with the Services in any of the Spire Service Categories;
- the applicant or Customer is acting on behalf of a Restricted Competitor (whether as a parent, subsidiary, affiliate, agent, contractor, consultant, reseller, or otherwise);
- the applicant or Customer has previously breached these Terms, the Acceptable Use Policy, or any prior agreement with Spire; or
- granting access would, in Spire's reasonable judgment, present a security, legal, regulatory, or reputational risk.

"Restricted Competitor" means any person or entity that, directly or through its affiliates: (i) develops, markets, or sells software, services, AI agents, digital workers, or AI platforms in any of the Spire Service Categories; or (ii) otherwise operates in direct competition with Spire in any Spire Service Category.

3.6 Customer representations

By creating an account, accepting these Terms, or signing an Order Form, Customer represents and warrants on a continuing basis that: (a) Customer is not a Restricted Competitor; (b) Customer is not accessing the Services on behalf of, or for the benefit of, a Restricted Competitor; (c) Customer will not use the Services, Outputs, Work Product, or any information derived from the Services to design, develop, train, evaluate, or improve any product, service, AI agent, digital worker, or system that competes with the Services in any Spire Service Category; and (d) if Customer becomes a Restricted Competitor during the term of its Subscription (including by acquisition, change of control, change of business, or pivot of business activities), Customer will promptly notify Spire in writing. Spire may, at its option, decline to renew Customer's Subscription at the end of the then-current term if Customer becomes or is later determined to be a Restricted Competitor. Spire's mid-term termination rights are limited to those set forth in Section 11; Customer's status as a Restricted Competitor following acquisition or change of control during the term shall not, by itself, give rise to a mid-term termination right unless that status results in a material breach of these Terms.

3.7 Reservation; antitrust compliance

The reservation of rights in Sections 3.5 and 3.6 is intended to protect Spire's legitimate commercial interests and is not intended to limit competition unlawfully. To the extent any provision of Section 3.5 or 3.6 would, if enforced as written in a particular jurisdiction, violate competition or antitrust law applicable to Spire's conduct in that jurisdiction, such provision shall be modified to the minimum extent necessary to comply with applicable law, and the remainder shall remain in effect.

4. Using Our Services

4.1 What Customer can do

Subject to Customer's compliance with these Terms, Spire grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services for Customer's internal business purposes. In using the Services, Customer must comply with all applicable laws, the Documentation we make available, and our Acceptable Use Policy at <https://www.spire.ai>.

4.2 What Customer cannot do

Customer may not use the Services for any illegal, harmful, abusive, or unauthorized activity. Without limiting the foregoing, Customer may not, and may not permit any third party (or any Agent or Digital Worker it operates) to:

- Use the Services in a way that infringes, misappropriates, or violates anyone's rights (including intellectual property, privacy, publicity, or contractual rights);
- Modify, copy, lease, sell, sublicense, or distribute any of the Services or any portion thereof, except as expressly permitted in these Terms or an Enterprise Agreement;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the source code, model weights, embeddings, training data, algorithms, agent prompts, Digital Worker definitions, context-graph schema, or underlying components of the Services, except to the extent this restriction is prohibited by applicable law;
- Use the Services, Outputs, Work Product, Documentation, or any insights, methodologies, taxonomies, or know-how derived from the Services to design, develop, train, fine-tune, evaluate, market, or improve any artificial intelligence model, agent, digital worker, software, or service that competes with the Services in any Spire Service Category; or engage in any model extraction, scraping, benchmarking-for-competitive-purposes, or theft attacks;
- Automatically or programmatically extract data or Output (including by way of crawling, scraping, or spidering) except as expressly authorized;
- Misrepresent that Output, Work Product, or any Agentic Action was performed by a human when it was generated or executed by an Agent or Digital Worker, or remove or alter any disclosure, watermark, or AI-generated marker we apply to Output or Work Product (including markers required under Article 50 of the EU AI Act);
- Configure or instruct a Digital Worker to misrepresent itself as a natural person, to use a name or persona designed to deceive recipients into believing they are interacting with a human, or to deny that it is an AI when sincerely asked;
- Configure a Digital Worker or Agent to use a synthesized voice, image, name, or persona resembling any identifiable real natural person without that person's documented prior consent;
- Interfere with or disrupt the Services, including circumventing rate limits, free-tier limits, restrictions, or any protective measures or safety mitigations we put in place;

- Probe, scan, or attempt to penetrate the Services, or use the Services (including any Agent or Digital Worker) to attack, harm, or compromise other systems or networks;
- Submit to the Services any data subject to specific protections under applicable laws beyond those that apply to personal data generally, including protected health information regulated by HIPAA, payment card data subject to PCI-DSS, financial information regulated by the Gramm-Leach-Bliley Act or analogous laws, government identifiers, biometric identifiers, or special-category personal data, except as expressly permitted under a written agreement with Spire;
- Configure or operate an Agent or Digital Worker to perform any action that Customer is not itself authorized to perform under applicable law, contract, or organizational policy;
- Use Agents or Digital Workers to circumvent rate limits, terms of use, robots.txt, paywalls, or access controls of any third-party system;
- Configure Agents or Digital Workers to act on behalf of any natural person without that person's informed consent, where such consent is required by applicable law;
- Use Agents or Digital Workers to perform legally significant actions affecting third parties (including contract formation, regulatory filings, financial transactions, or legal communications) without disclosure that an AI system is involved, where such disclosure is required by applicable law;
- Use the Services to make or execute decisions producing legal or similarly significant effects on individuals (including hiring, firing, promotion, compensation, termination, performance evaluation, credit, insurance, eligibility for essential services, or similar decisions) without (a) qualified human review and approval before each such decision is committed, (b) compliance with applicable high-risk AI laws (including the EU AI Act Articles 9–15 and 26, NYC Local Law 144, the Colorado AI Act, the Illinois AI Video Interview Act, and analogous laws), (c) a documented Data Protection Impact Assessment where required by GDPR Article 35 or analogous laws, and (d) appropriate disclosures and rights to affected individuals;
- Operate Agents or Digital Workers in any jurisdiction or for any use case where they are restricted or prohibited (including, where applicable, the EU AI Act prohibited practices in Article 5 — such as social scoring, emotion inference in workplace or education, biometric categorization based on sensitive attributes, and real-time remote biometric identification);
- Use the Services to generate or facilitate disinformation, deepfakes of real persons without consent, election interference, non-consensual intimate imagery, or any content that exploits or endangers minors;
- Use the Services in connection with the development of weapons of mass destruction, attacks on critical infrastructure, or any activity that creates a risk of death, serious bodily harm, or significant property damage; or
- Knowingly permit any third party to do any of the foregoing.

Customer agrees to promptly notify Spire of any unauthorized use of which it becomes aware and to provide reasonable cooperation to prevent and stop such use.

4.3 Beta and preview features

From time to time, Spire may make beta, pilot, preview, evaluation, or early-access features, APIs, Agents, Digital Workers, Assemblies, or Outcomes available ("Beta Services"). Beta Services are provided on an "as-is" and "as-available" basis, are intended for evaluation and not for production use, are not fully supported, and may be subject to additional terms. Spire may discontinue Beta Services at any time and may never make them generally available. SPIRE SHALL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES.

4.4 Software and integrations

The Services may include downloadable software, browser extensions, mobile applications, or APIs that may update automatically. The Services may also include or interoperate with third-party software, integrations, models, or services ("Third-Party Services"). Third-Party Services are subject to their own terms; we do not control them and are not responsible for their acts, omissions, or content.

4.5 Feedback

If Customer provides feedback, ideas, or suggestions about the Services ("Feedback"), Customer grants Spire a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use the Feedback without restriction or compensation.

5. Agentic Operations

5.1 Agent and Digital Worker authority

By configuring, activating, or instructing an Agent or Digital Worker (including by granting access to credentials, integrations, or third-party accounts), Customer appoints that Agent or Digital Worker as Customer's authorized representative for the limited purpose of carrying out the Authorized Actions Customer has configured. Customer acknowledges that (a) Agentic Actions are performed under Customer's authority and on Customer's behalf; (b) Customer is bound by Agentic Actions to the same extent as if performed by Customer personally; (c) Customer is responsible for setting appropriate scopes, permissions, and limits before activating an Agent or Digital Worker; and (d) third parties dealing with an Agent or Digital Worker acting under Customer's credentials are entitled to assume the Agent or Digital Worker has authority to do so. Spire is not Customer's agent, principal, employee, contractor, or fiduciary; the Agent and Digital Worker are software tools provided by Spire for Customer's use.

5.2 Third-party integrations and Connected Accounts

The Services may require Customer to connect Agents and Digital Workers to Connected Accounts via credentials, API keys, OAuth tokens, or service accounts. By connecting a Connected Account: (a) Customer represents and warrants that it is duly authorized by the relevant account holder and the third-party provider to grant such access; (b) Customer authorizes the Agent or Digital Worker to access the Connected Account, perform Authorized Actions, and read and write data within the scopes configured; (c) Customer accepts responsibility for revoking access when no longer needed; (d) Customer acknowledges that the third-party provider's terms of use also apply, and Spire is not responsible for breaches of those terms; and (e) Customer acknowledges that revoking, expiring, or rate-limiting credentials may cause Agentic Actions to fail mid-execution.

5.3 Scope, limits, and human oversight

Customer is solely responsible for: (a) configuring the scope, permissions, rate limits, spending limits, and approval workflows for each Agent and Digital Worker before activation; (b) monitoring Agent and Digital Worker behavior in real time and at the completion of each Agentic Action or batch; (c) using the pause, stop, rollback, and review controls made available in the Services; (d) maintaining logs and audit records of Agentic Actions sufficient to satisfy Customer's regulatory obligations (including under the EU AI Act, GDPR, and similar); and (e) implementing approval gates for Agentic Actions in any High-Risk Use Case. Spire may, at its discretion and without prior notice, suspend or rate-limit any Agent or Digital Worker that we reasonably believe is malfunctioning, behaving anomalously, or causing harm to Customer or third parties; we will use reasonable efforts to notify Customer as soon as practicable.

5.4 Irreversible and high-stakes actions

Customer acknowledges that Agentic Actions may be irreversible or difficult to undo, including financial transactions, contract execution, communications sent to third parties, modifications to records of employment or compensation, and changes to production systems. For any Agentic Action that may produce a material financial, legal, employment, regulatory, or reputational consequence, Customer must (a) configure the Agent or Digital Worker to require human approval before execution; (b) verify outputs before authorizing commitment; and (c) maintain insurance and operational controls commensurate with the risk. Spire shall not be liable for any irreversible Agentic Action Customer has authorized, whether such authorization was express, implied, or made in error, except to the extent caused by Spire's gross negligence or willful misconduct.

5.5 Adversarial inputs and prompt injection

Customer acknowledges that Agents and Digital Workers process content from sources Customer directs them to (including emails, documents, web pages, calendar entries, and third-party data) and that such content may contain malicious instructions, deceptive content, or prompt-injection attacks designed to manipulate Agent or Digital Worker behavior. Customer is responsible for: (a) curating the data sources,

web domains, integrations, and content the Agent or Digital Worker is permitted to access; (b) implementing input sanitization, content filters, and trust boundaries appropriate to its environment; (c) monitoring for anomalous behavior; and (d) maintaining a security incident response process. Spire's responsibility is limited to the controls and mitigations expressly described in the Documentation. Spire is not liable for any loss arising from adversarial inputs, prompt injection, or content sourced from third parties.

5.6 Logging, audit trails, and explainability

The Services maintain automatic logs of Agentic Actions, including the Inputs, instructions, decisions, tool calls, and Outputs associated with each session, retained for the period specified in the Documentation and in any event for at least six (6) months for Agents and Digital Workers used in High-Risk Use Cases (consistent with EU AI Act Article 12). On reasonable request and subject to confidentiality, Spire will provide audit-trail extracts and, where applicable, explanations of decisions to assist Customer's regulatory compliance, including under EU AI Act Article 86 (right to explanation of individual decision-making), subject to reasonable expense reimbursement for non-routine extracts and the protection of Spire's trade secrets and intellectual property.

5.7 Disclosure to affected individuals

Where applicable law requires Customer to disclose to candidates, employees, customers, or other individuals that AI is being used in connection with decisions about them or interactions with them (including under EU AI Act Article 50, NYC Local Law 144, the Colorado AI Act, California SB 1001, Utah's AI Disclosure Act, and analogous laws), Customer is responsible for making such disclosures and obtaining such consents as the law requires. Spire provides configurable disclosure features in the Services; the obligation to disclose AI use to individual data subjects rests with Customer as the deployer.

6. Digital Workers

6.1 Software, not employees

The Services include AI-powered software processes that we refer to as "Digital Workers," "AI Workers," or by role-specific names (such as "Workforce Forecaster," "Recruiter," "Customer Success Manager," or "Brand Manager"). Notwithstanding such terminology, Digital Workers are software programs and Services provided under license. They are not employees, contractors, agents, partners, joint venturers, or workers of Spire or of Customer for any purpose, and no employment, agency, partnership, joint-venture, or fiduciary relationship is created between Spire and Customer or between Spire and any natural person by reason of Customer's deployment or use of Digital Workers. Marketing terminology used on Spire's website or other materials (including phrases such as "replacing roles" or "role-bound digital employee") is descriptive shorthand only and does not alter the legal characterization in this Section.

6.2 No wage, tax, or benefit obligations

Digital Workers do not give rise to any obligation of either party to pay wages, salaries, overtime, social security contributions, employment taxes, withholding taxes attributable to employment, or any benefits under any labor, employment, social-insurance, or pension law in any jurisdiction. Each party is responsible for its own tax characterization of the Services and acknowledges that Spire does not represent or warrant any particular tax treatment. Fees for the Services are paid for software and Services and shall not be characterized as wages, salaries, or compensation for labor.

6.3 Workforce decisions are Customer's

Any decision by Customer to deploy Digital Workers in roles previously performed by, alongside, or in lieu of human workers is solely Customer's decision. Customer is solely responsible for: (a) compliance with applicable labor, employment, redundancy, collective-bargaining, and works-council laws (including the U.S. WARN Act, the EU Collective Redundancies Directive 98/59/EC, the EU Platform Work Directive 2024/2831, where applicable, and any similar law); (b) consultation with employee representatives, trade unions, and works councils where required; (c) communications with affected employees; (d) severance, redeployment, and retraining obligations; and (e) any other consequence of workforce reorganization. Spire is not a party to, and has no obligation arising from, Customer's employment relationships.

6.4 No joint employment

Customer acknowledges that, notwithstanding Digital Workers' integration with Customer's systems and workflows, Spire shall not be deemed a joint employer, co-employer, or employer of record of any natural person whom Customer employs, engages, or supervises. Customer shall indemnify Spire against any third-party claim asserting joint-employer or similar liability arising from Customer's deployment of Digital Workers.

6.5 AI disclosure and anti-impersonation

Customer is responsible for ensuring that any natural person interacting with a Digital Worker (whether by chat, email, voice, video, or otherwise) is informed that they are interacting with an AI system, in a manner and at a time required by applicable law. Customer shall not configure or instruct a Digital Worker to misrepresent itself as a natural person, to use a name or persona designed to deceive, or to deny that it is an AI when sincerely asked. Where Customer assigns a name, persona, voice, or appearance to a Digital Worker, Customer represents that doing so does not infringe the rights of any identifiable natural person and complies with applicable law (including voice-cloning, deepfake, and right-of-publicity laws).

6.6 Work product and attribution

Work Product produced by a Digital Worker, Agent, or other Service component is generated by AI. Customer acknowledges that: (a) Work Product may not qualify for copyright, patent, or other intellectual

property protection in some jurisdictions due to the lack of a natural-person author (including under U.S. Copyright Office guidance); (b) Customer is responsible for any human contribution to Work Product required to qualify for IP protection in Customer's jurisdiction; (c) where Spire's Services apply machine-readable markers identifying Work Product as AI-generated (in compliance with EU AI Act Article 50(2) or analogous laws), Customer shall not remove or alter such markers; (d) Customer shall not represent Work Product as exclusively human-authored where such representation would be deceptive, inaccurate, or in violation of applicable law or professional standards; and (e) Customer is responsible for any sectoral disclosure or attribution obligation applicable to Work Product (including in financial reporting, audit, legal, medical, or regulatory contexts).

6.7 Performance and availability

Service availability, throughput, and accuracy targets, including any service level agreement ("SLA"), are as expressly set forth in the applicable Order Form or Enterprise Agreement. In the absence of an SLA in the Order Form or Enterprise Agreement, the availability, throughput, and accuracy of Digital Workers, Agents, APIs, and other Services are provided on a "reasonable efforts" basis without specific performance commitments. Performance metrics published on Spire's website (such as latency targets and SLA percentages) are operational targets, not contractual warranties, except where expressly incorporated into an Order Form. Customer is responsible for: (a) sizing its deployment to its needs; (b) maintaining human or alternative backup processes for business-critical functions; (c) monitoring Digital Worker and Agent performance and triggering escalation when thresholds are exceeded; and (d) implementing graceful-degradation procedures when Services are unavailable or malfunctioning.

6.8 Communications and identity

Where a Digital Worker or Agent is configured to send communications (including email, SMS, voice calls, push notifications, or social-platform messages) on Customer's behalf or to recipients identified by Customer: (a) Customer is solely responsible for compliance with all applicable communications laws, including the U.S. Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, Canada's Anti-Spam Legislation (CASL), Australia's Spam Act 2003, the EU e-Privacy Directive, and analogous laws; (b) Customer is responsible for obtaining all required consents from recipients; (c) Customer is responsible for the operational integrity of its sending domains, including SPF, DKIM, and DMARC configurations; (d) Customer shall not configure a Digital Worker or Agent to use a synthesized voice, image, or persona resembling any identifiable real natural person without that person's documented prior consent; and (e) Customer shall maintain records of consents and disclosures sufficient to demonstrate compliance with applicable laws.

6.9 Confidentiality and privileged information

Customer is responsible for evaluating whether the disclosure of confidential, privileged, or otherwise restricted information to a Digital Worker or Agent is consistent with Customer's obligations under non-disclosure agreements, attorney-client privilege, attorney work product, doctor-patient privilege, banker-customer confidentiality, or similar regimes. Spire provides commercially reasonable security and confidentiality protections as described in our Documentation and Data Processing Addendum ("DPA"), but does not warrant that disclosure to a Digital Worker or Agent preserves the confidential or privileged status of information under any particular legal regime. Customer should consult its own counsel before disclosing privileged information to any Digital Worker or Agent.

6.10 EU AI Act compliance and high-risk classification

Where Digital Workers, Agents, AI Agentic Applications, or Outcomes are used for purposes classified as high-risk under Annex III of the EU AI Act, Spire shall comply with applicable provider obligations under Articles 9, 10, 11, 12, 13, 15, and 16 of the EU AI Act, including risk management, data governance, technical documentation, automatic event logging, transparency to deployers, accuracy and cybersecurity, and conformity assessment. Spire shall provide Customer with the information and documentation reasonably required for Customer to comply with its deployer obligations under Article 26.

For clarity, certain categories of Spire offerings are more likely than others to constitute or be used in High-Risk Use Cases under Annex III of the EU AI Act, and Customer should treat them as such by default unless Customer has determined otherwise based on its specific deployment. Spire maintains a high-risk classification schedule, available on the Spire website and in the Documentation, that identifies the current products and offerings within each category. That schedule may be updated from time to time to reflect changes to Spire's offerings and to applicable law without amendment of these Terms; the categories below are illustrative and are not an exhaustive or fixed list:

- **Employment and workforce uses (Annex III(4) — employment, workers' management, access to self-employment):** Offerings used for the recruitment, selection, evaluation, management, allocation, or termination of workers, or for access to self-employment, should be treated as high-risk by default. The specific offerings in this category are identified in the high-risk classification schedule.
- **Access to essential private services (Annex III(5) — where used for credit, insurance, or eligibility decisions):** Offerings used in connection with credit, insurance, eligibility for essential public or private services, or similar decisions may constitute high-risk AI systems.
- **Other categories:** Offerings outside the categories above are not, by default, high-risk AI systems, but may become high-risk depending on the specific deployment. Customer is solely responsible for assessing whether its specific deployment constitutes a High-Risk Use Case, and should consult the high-risk classification schedule for Spire's current categorization of specific offerings.

6.11 Changes in AI and other applicable law

Laws and regulations applicable to artificial intelligence and to the Services (including the EU AI Act and comparable U.S. state and other laws) are evolving. Spire may modify the Services, the Documentation, and the Operational Schedules from time to time to maintain compliance with, or to reflect changes in, applicable law, and any such change will be handled in accordance with Section 19.2. Customer will reasonably cooperate with Spire in connection with such changes, including by providing information reasonably required for compliance and by implementing on its side any configuration, disclosure, consent, or oversight changes that apply to Customer's deployment. Where Customer requests modifications, features, or compliance work specific to Customer's particular use case, jurisdiction, or deployment (beyond the changes Spire makes generally available to its customers), Spire may provide such work subject to a separate written agreement and at Customer's reasonable expense. Customer remains responsible for determining whether its use of the Services complies with the laws applicable to Customer.

7. Content

7.1 Customer's content

Customer may provide inputs, prompts, files, or other content to the Services ("Inputs") and receive responses, generations, recommendations, classifications, Agentic Actions, Work Product, or other outputs based on those Inputs ("Outputs"). Inputs and Outputs are collectively referred to as "Content." Customer is responsible for Content, including ensuring that it does not violate any applicable law or these Terms. Customer represents and warrants that it has all rights, licenses, and permissions necessary to provide Inputs to the Services and to authorize the Agents and Digital Workers it configures.

7.2 Ownership of content

As between Customer and Spire, and to the extent permitted by applicable law, Customer (a) retains its ownership rights in Inputs, and (b) owns the Outputs and Work Product generated for it. To the extent we have any right, title, or interest in such Outputs or Work Product, we hereby assign them to Customer. Customer is solely responsible for its use of Outputs and Work Product, including any decisions made based on them.

7.3 Similarity of content

Due to the nature of the Services and artificial intelligence generally, Outputs may not be unique, and other users may receive the same or similar Outputs from the Services in response to similar Inputs. Our assignment in Section 7.2 does not extend to other users' Outputs or any third-party output.

7.4 Agentic outputs

For Agents and Digital Workers that take actions outside the Services (including communications sent, records created or modified, and transactions executed), the term "Output" includes not only the data produced but also the action itself and its consequences. Customer ownership applies to the data and content produced; legal responsibility for the action lies with the Customer who authorized the Agent or Digital Worker. Spire is not the originator, sender, or counterparty of any communication, transaction, or record produced by an Agent or Digital Worker acting on Customer's behalf.

7.5 Our use of content

We may use Content to provide, maintain, support, and improve the Services; to comply with applicable law; to enforce these Terms and our policies; and to keep the Services safe and secure. Where Customer uses the Services on behalf of an organization (including a Customer with an Enterprise Agreement), our use of Content on behalf of that organization is governed by that Enterprise Agreement and our DPA.

7.6 Model training

SPIRE WILL NOT USE CONTENT FROM CUSTOMERS WITH PAID OR ENTERPRISE SUBSCRIPTIONS (THAT IS, ANY PAID TIER, AS DESCRIBED ON THE SPIRE WEBSITE) TO TRAIN, FINE-TUNE, OR EVALUATE GENERAL-PURPOSE AI MODELS, AGENTS, OR DIGITAL WORKERS FOR USE OUTSIDE THAT CUSTOMER'S TENANT, EXCEPT (A) WITH THAT CUSTOMER'S PRIOR WRITTEN OPT-IN CONSENT, OR (B) IN FULLY DE-IDENTIFIED, AGGREGATED FORM THAT CANNOT REASONABLY BE ASSOCIATED WITH ANY INDIVIDUAL OR CUSTOMER.

For users on any free, evaluation, trial, or community tier (as described on the Spire website), Content may be used for service improvement and model training, subject to the disclosures presented at sign-up and the opt-out controls available in account settings. We may also use Content for training and improvement when (i) it has been flagged for safety, security, or trust review, or (ii) Customer has explicitly reported it to us (for example, as Feedback).

7.7 Accuracy and reliance on output

Artificial intelligence and machine learning are rapidly evolving. The Services are probabilistic and may produce Output, or cause Agents and Digital Workers to take Agentic Actions, that are inaccurate, incomplete, biased, outdated, unintended, or that do not reflect Spire's views (commonly referred to as "hallucinations"). When Customer uses the Services, Customer understands and agrees that:

- Output may not always be accurate, and Customer should not rely on Output as a sole source of truth or factual information, or as a substitute for professional advice;
- Customer must evaluate Output for accuracy, fairness, bias, and appropriateness for its use case, including using human review as appropriate, before using or sharing Output;

- Customer must not use Output relating to a person for any purpose that could have a legal or material impact on that person without qualified human review and compliance with applicable laws;
- Output may reference third-party products or services without indicating endorsement or affiliation;
- Agents and Digital Workers may take Agentic Actions that are unintended, unexpected, or based on incorrect interpretations of Customer's instructions or of the data they process. Customer should test Agents and Digital Workers in a non-production environment before deploying them; deploy with conservative scopes initially; expand scope only after validation; and maintain rollback and remediation procedures; and
- Generative AI systems, Agents, and Digital Workers may be susceptible to prompt injection or other adversarial inputs. Customer should implement reasonable safeguards in its own systems and promptly report any observed vulnerabilities to us.

8. Our Intellectual Property Rights

Spire and its licensors own all right, title, and interest in and to the Services, including all software, AI models, Agents, Digital Workers, model weights, training data (other than Customer's Content), source code, taxonomies, skills graphs, role libraries, agent prompts, Digital Worker definitions, Outcome blueprints, Assembly templates, designs, user interfaces, Documentation, and all related intellectual property rights. No rights are granted to Customer other than the limited rights expressly set forth in these Terms; all other rights are reserved.

"Spire," "OpenKnowra," the Spire and OpenKnowra logos, and other Spire product and service names are trademarks of Spire Innovations, Inc. or its licensors. Customer may use them only in accordance with our brand guidelines. Spire may identify Customer as a customer (using its name and logo) on its website, marketing collateral, and customer lists, unless Customer opts out in writing.

Spire may collect, generate, and use aggregated, de-identified, or anonymized data derived from operation of the Services ("Aggregated Data") for any lawful business purpose, including analytics, benchmarking, research, model improvement, and the publication of industry insights, provided such Aggregated Data does not identify Customer, its Authorized Users, or any natural person.

9. Subscriptions and Fees

Where Customer obtains the Services through an Authorized Channel (as defined in Section 9.8, including marketplaces such as AWS Marketplace), Section 9.8 applies to that transaction and prevails over the remainder of this Section 9, and over any other provision of these Terms to the extent it expressly so provides.

9.1 Subscription tiers

The Services are offered through the following primary commercial tiers, the details of which are set forth on the Spire website and any applicable Order Form:

- **Free and evaluation tiers:** complimentary or trial access subject to the usage limits, sign-up credits, and other conditions described on the Spire website at the time of registration.
- **Usage-based (pay-as-you-go) tiers:** usage-based pricing for production deployments, billed per call, per worker, per agent, or per Outcome as applicable, subject to the rates published on the Spire website and updated from time to time.
- **Negotiated (Order Form) tiers:** custom-priced under an Order Form, with volume pricing, dedicated tenancy, custom Context Graphs, regional residency options, named customer success management, and the SLAs and certifications applicable to that tier.

Pricing models include pay-as-you-go for APIs, per-Worker monthly subscriptions for Digital Workers, per-application annual fees for AI Agents, and fixed-fee engagements for Outcomes. Specific rates and inclusions are as published on the Spire website or set forth in an Order Form. Spire reserves the right to change published rates with notice as set out in Section 9.5.

9.2 Billing

If Customer purchases any paid Services, Customer will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, Spire will charge the payment method on the agreed-upon billing schedule. Fees are stated and payable in U.S. Dollars (USD), unless otherwise specified in the Order Form. Usage-based charges (including charges based on API calls, Agentic Action volume, Digital Worker hours, compute, or token consumption) are invoiced in arrears in accordance with the applicable Order Form.

9.3 Free-tier and credits

The specific free-tier limits, sign-up credits, launch credits, and promotional credits available from time to time are as published on the Spire website at the time of registration. The following rules apply to all credits of any kind issued in connection with the Services (collectively, “Credits”): (a) unless a shorter period is stated at the time of issuance, each Credit expires automatically twelve (12) months after the date it is issued, and in any event immediately upon termination or expiration of the applicable account or Subscription; (b) expiration occurs automatically, without the need for any notice to Customer, and any unused Credit is forfeited upon expiration; (c) Credits have no cash value, are not transferable, may not be redeemed for cash, and are non-refundable; and (d) Credits may be applied only against fees for the Services in accordance with the terms under which they were issued. Spire may modify or discontinue the availability of, or eligibility criteria for, future free-tier limits or Credits at any time by updating the Spire website, provided that any change to the binding rules set out in clauses (a) through (d) of this Section

will be made in accordance with Section 19.2. Nothing in this Section limits any non-waivable statutory right a Customer may have under applicable consumer-protection law.

9.4 Taxes

All fees are exclusive of taxes, levies, duties, and similar governmental assessments (including VAT, GST, sales tax, use tax, and withholding tax). Customer is responsible for all such taxes associated with its purchases, except for taxes imposed on Spire's net income. Where withholding tax applies under the laws of Customer's jurisdiction, Customer shall be responsible for grossing up the payment so that Spire receives the full amount of the fees as if no withholding had been required, unless a treaty exemption is properly evidenced.

9.5 Cancellation, auto-renewal, and changes to fees

Customer may cancel its paid subscription at any time. For monthly subscriptions and Digital Worker subscriptions, cancellations take effect at the end of the then-current monthly billing period. For annual or longer-term subscriptions, cancellations take effect at the end of the then-current annual term, unless an earlier termination right is set out in the Order Form. All fees and all amounts already paid are non-refundable and are earned upon payment, and no refund or credit is given for partial periods, unused Services, unused Credits, downgrades, or any cancellation, suspension, expiration, or termination, except (i) where expressly stated in these Terms (for example, Sections 12 and 16.2), (ii) as set out in an Order Form, or (iii) where a refund is required by applicable law and cannot lawfully be waived. Unless otherwise specified in the Order Form, subscriptions automatically renew for successive periods equal to the initial subscription term, at our then-current rates, unless either party provides notice of non-renewal at least thirty (30) days before the end of the then-current term. We may change fees from time to time. If we increase subscription fees, we will give notice at least thirty (30) days before the start of the renewal term to which the increase applies, and in any event far enough in advance that Customer retains the full non-renewal notice period in which to decline renewal, and the increase will take effect on Customer's next renewal so that Customer can cancel if it does not agree. If Customer initiates a chargeback or payment dispute in respect of fees that were validly incurred and are not the subject of a good-faith dispute raised with Spire in advance, Customer will be in breach of these Terms, and Spire may dispute the chargeback, suspend the account, and recover the disputed amount together with any associated chargeback and collection fees.

9.6 Late payment and delinquent accounts

Invoices not paid by the due date shall accrue interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by applicable law in the relevant jurisdiction, calculated from the original due date until paid in full. We may suspend or terminate access to the Services for any

account more than thirty (30) days past due, after providing reasonable notice. Delinquent accounts may also be charged collection fees and chargeback fees.

9.7 Payment processing

Where applicable, payments may be processed by a third-party payment processor (such as Stripe, Inc.). Use of such processors is subject to their respective terms and privacy policies, and Customer authorizes them to store and continue billing the specified payment method to avoid interruptions.

9.8 Channel and Marketplace Transactions

(a) Application, acceptance, and governing version. This Section 9.8 applies where Customer obtains the Services through an Authorized Channel rather than directly from Spire (each, a “channel transaction”). “Authorized Channel” means any third-party marketplace, reseller, distributor, or platform through which Spire authorizes the Services to be offered, licensed, or sold (including AWS Marketplace), and any payment processor that channel designates. Subscribing through an Authorized Channel constitutes Customer’s acceptance of these Terms, effective on the subscription date. The version published for the applicable listing when Customer subscribes governs that subscription for its term.

(b) Order of precedence. The following order of precedence applies, descending: (i) an Enterprise Agreement expressly covering the transaction; (ii) an accepted private offer, as to the matters it addresses; (iii) the applicable listing or order; (iv) this Section 9.8; and (v) the remainder of these Terms. A private offer ranks above an Enterprise Agreement where it expressly so provides. Section 19.9 does not operate to reject a listing, order, or private offer.

(c) Fees, billing, and payment. Fees are those stated in the applicable listing, order, or private offer, not the rates published on the Spire website. The Authorized Channel acts solely as seller of record and for no other purpose, and bills and collects the fees on behalf of and for the benefit of Spire. Customer’s payment obligation runs to the Authorized Channel, not to Spire. Spire will not request or collect payment card, bank account, or other payment instrument details in connection with a channel transaction. Sections 9.2, 9.6, and 9.7 do not apply.

(d) Usage measurement, overage, and records. Where fees are usage-based, the usage records generated by the Services are determinative of usage and form the basis of the metering records Spire submits to the Authorized Channel, absent manifest error or Customer’s written notice of discrepancy within thirty (30) days after the billing period concerned. Use exceeding the purchased quantity, capacity, or entitlement is payable at the rates in the applicable listing or private offer, metered through the Authorized Channel. Customer will retain and, on Spire’s reasonable written request, provide within thirty (30) days records sufficient to verify its use, including the number of individuals authorized to access the Services and the number of Agents and Digital Workers deployed. Spire may exercise this right once in any twelve (12) month period at its own cost; where verification reveals underpayment exceeding five percent (5%) for the period examined, Customer will pay the shortfall through the Authorized Channel together with Spire’s reasonable verification costs.

(e) Taxes, term, and renewal. Taxes are determined and administered under the Authorized Channel's terms, and Section 9.4 does not apply. The term begins when the Authorized Channel accepts Customer's order and the Services are made available, and continues per the applicable listing or private offer. Auto-renewal selected through the channel occurs at the fees then applicable there and on the version of these Terms then published for the listing. Section 9.5 does not apply.

(f) Refunds. Fees are non-refundable, except that Spire will refund: (i) in full, where Customer cancels within forty-eight (48) hours after the subscription commences, or within any longer period stated in Spire's published refund policy for the listing; (ii) the prepaid, unused portion, pro rata, where Spire discontinues a Service under Section 12 or terminates under Section 16.2(iii), or where Customer terminates under Section 9.8(h); or (iii) where a refund is required by law and cannot lawfully be waived. Every refund due under these Terms in respect of a channel transaction, including under Sections 12, 16.2, and 19.2, is processed through the Authorized Channel's refund mechanism and credited to Customer's channel account; Spire does not pay refunds directly. Customer should send refund requests to billing@spire.ai. Spire will publish this policy on each listing and comply with it. Section 9.3 does not apply unless the listing or private offer states otherwise.

(g) Suspension and non-payment. Where undisputed channel-billed fees remain unpaid more than thirty (30) days after Spire's written notice, Spire may suspend access, in coordination with the channel's cancellation and entitlement processes and only so far as reasonably necessary, until payment. Otherwise Spire's remedy for non-payment of channel-billed fees is limited to those processes; Section 11 does not permit suspension or termination for such non-payment, and its inactivity ground does not apply while a channel subscription is active. Spire's rights to suspend or terminate on security, legal, or Acceptable Use Policy grounds are unaffected. Where the Authorized Channel suspends or terminates Customer's account or entitlement, Customer's access ends accordingly and no refund is due except where required by law. On expiry or termination, Customer will remove the Services from its channel account.

(h) Termination for material breach. Either party may terminate a channel transaction where the other is in material breach in respect of it and fails to cure within thirty (30) days after written notice describing the breach in reasonable detail. On Customer's termination under this paragraph, Spire will refund the prepaid, unused fees pro rata under Section 9.8(f). This paragraph applies only to channel transactions and does not limit Section 11.

(i) Role of the Authorized Channel. These Terms are solely between Spire and Customer. The Authorized Channel is not a party, has no liability or obligations under them, and has no obligation to furnish the Services, provide support, or handle any warranty claim, complaint, or dispute. Spire alone is responsible to Customer for the Services. Customer will not assert any claim, demand, or cause of action against an Authorized Channel with respect to these Terms or the Services. Notwithstanding Section 19.7, each Authorized Channel is an intended third-party beneficiary of this Section 9.8(i) and may enforce it directly. An Authorized Channel may also hold and independently enforce rights against Customer under its own terms.

(j) Limitation of liability. For a channel transaction, Sections 14.2, 14.3, and 14.5 are replaced by this Section 9.8(j); Sections 14.1, 14.4, and 14.6 continue to apply, and any fine or penalty for which Spire is responsible under Section 14.6 is subject to the cap in paragraph (2). “Qualifying Fees” means the fees actually paid by Customer, whether to Spire or to an Authorized Channel, for the Service or Services giving rise to the claim during the twelve (12) months immediately preceding the event or circumstance first giving rise to it, or, where no particular Service is implicated, for all Services during that period.

(1) Liabilities not limited. Nothing in these Terms limits or excludes: (A) either party’s fraud or fraudulent misrepresentation; (B) either party’s gross negligence or willful misconduct; (C) either party’s liability for death or personal injury caused by negligence; (D) any liability that cannot lawfully be limited; (E) Spire’s indemnification obligations under Section 16.2, and the opening words of Section 16.2 are construed accordingly; (F) Customer’s payment obligations; (G) Customer’s indemnification obligations under Section 16.1; or (H) Customer’s breach of Section 4.2 or Section 8. Section 14.1 continues to apply to each of (A) to (H) except where applicable law provides otherwise.

(2) Spire’s cap. Subject to paragraphs (1) and (3), and regardless of the basis of liability, Spire’s aggregate liability to Customer arising out of or relating to these Terms or the Services is limited to actual direct damages not exceeding the Qualifying Fees. This cap applies in the aggregate to Spire, its affiliates, licensors, and suppliers, and is not cumulative among them.

(3) Evaluation, beta, and no-fee Services. Notwithstanding paragraph (2) and Section 4.3, Spire’s aggregate liability for all claims relating to any Service provided on an evaluation, trial, beta, or preview basis for a fee is limited to one thousand U.S. dollars (USD 1,000), and for any Service provided at no fee to one hundred U.S. dollars (USD 100).

(4) Local law. Where applicable law does not permit a limitation in this Section 9.8(j), that limitation applies only to the maximum extent permitted and Customer may have additional rights.

(k) Channel compliance and flow-down. As a condition of its right to use the Services, Customer will comply with the Authorized Channel’s terms and policies for its channel account. Spire is not responsible for the channel’s performance of its obligations to Customer. Spire is itself subject to the channel’s seller terms, some of which the channel requires Spire to flow down. Spire may revise these Terms as reasonably necessary to remain compliant; a revision applies on renewal, resubscription, or acceptance of a new offer in accordance with the channel’s mechanics for updating an end user license agreement, or earlier where the channel so requires, on notice to Customer. Section 19.2 does not apply to channel transactions.

(l) Other terms unaffected. Except as expressly modified by this Section 9.8, all other provisions of these Terms apply to the transaction.

10. Security, Certifications, and Data Residency

10.1 Certifications

The Services are operated within an environment that maintains SOC 2 Type II and ISO/IEC 27001 certifications. These certifications are held by Spire Innovations, Inc. or by an affiliate within the Spire group that operates the certified processing environment supporting the Services. Where a certification is held by an affiliate rather than by the contracting Spire entity, Spire remains contractually responsible to Customer for the security controls described in this Section 10 and ensures that the relevant affiliate maintains and operates the certified environment supporting the Services. Customer (and any prospective Customer subject to confidentiality) may request a copy of the current attestation reports and certificates, together with confirmation of the certified entity, by contacting security@spire.ai. Spire endeavors to maintain such certifications during the term of any Subscription but reserves the right to substitute equivalent certifications or controls as the certification landscape evolves.

10.2 Security program

Spire maintains administrative, technical, and physical safeguards designed to protect Customer Data, including encryption at rest and in transit, role-based access controls, monitoring and intrusion detection, vulnerability management, secure software development lifecycle practices, and personnel security. Specific safeguards for agentic operation include encryption of Connected Account credentials, scoped access tokens, rate limits on Agentic Actions, monitoring for anomalous Agent and Digital Worker behavior, and audit logging.

10.3 Data residency

Spire processes Customer Data on cloud infrastructure provisioned and operated by Spire on Amazon Web Services (AWS) and, where applicable for European deployments, Microsoft Azure, in the following regions: the European Union (Frankfurt) for EEA-resident data; the United States (us-east-2); and Asia-Pacific (Singapore and Tokyo). Available residency options for any given Customer depend on the Customer's tier, the specific Services subscribed, and operational availability at the time of provisioning, and are confirmed in the applicable Order Form. Custom residency arrangements (including dedicated VPCs and on-premises options for the Enterprise tier) may be available subject to additional fees and the terms of the Order Form. Where applicable law (including the GDPR for EEA residents, the UK GDPR for UK residents, the LGPD for Brazilian residents, and analogous laws) restricts cross-border processing, Customer Data is processed in jurisdictions consistent with those restrictions.

10.4 Customer's role in security

Customer is responsible for: (a) the secure configuration of its account, including access controls, MFA, IP allowlisting, and rotation of credentials; (b) the security of its Connected Accounts; (c) appropriate scoping and review of Agents and Digital Workers; and (d) the security of any systems Customer uses to access the Services. No security program can guarantee complete protection; Spire's security commitments are commercially reasonable, not absolute.

11. Termination and Suspension

Customer is free to stop using the Services at any time. We reserve the right to suspend or terminate access to the Services or delete the account if we determine that:

- Customer has breached these Terms or our Acceptable Use Policy;
- We must do so to comply with applicable law or governmental order;
- Customer's use of the Services or operation of any Agent or Digital Worker could cause risk or harm to Spire, our users, or any other person; or
- The account has been inactive for over twelve (12) months and is not on a paid plan (in which case we will provide advance notice).

We may also suspend access on an emergency basis, without prior notice, where we reasonably determine that suspension is necessary to address security risks, legal risks, malfunctioning Agents or Digital Workers, or material breach of the Acceptable Use Policy. We will use reasonable efforts to provide notice as soon as practicable after such suspension and to restore access promptly upon resolution of the underlying cause.

Upon termination or expiration: (a) all rights and licenses granted to Customer immediately cease; (b) Customer shall promptly cease all use of the Services; (c) all Agents and Digital Workers Customer has configured will be deactivated; (d) Customer shall pay all fees accrued through the effective date of termination; and (e) for a period of thirty (30) days following termination, we will, upon written request and provided Customer is not in breach of these Terms, make Customer Data available for export in a commercially reasonable format. Thereafter, we may delete Customer Data from production systems in accordance with our retention policies.

If Customer believes we have suspended or terminated its account in error, it may file an appeal by emailing support@spire.ai.

12. Discontinuation of Services

We may decide to discontinue all or part of the Services at any time. If we discontinue a paid Service materially affecting Customer, we will provide reasonable advance notice and a pro-rata refund for any prepaid, unused portion of that Service. We will have no liability for any change to or any suspension or discontinuation of the Services.

13. Disclaimer of Warranties

OUR SERVICES (INCLUDING ANY API, AGENT, DIGITAL WORKER, AI AGENTIC APPLICATION, ASSEMBLY, OUTCOME, OUTPUT, WORK PRODUCT, OR AGENTIC ACTION) ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT TO THE EXTENT PROHIBITED BY LAW, AND EXCEPT FOR ANY EXPRESS WARRANTIES IN AN

ENTERPRISE AGREEMENT, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE SERVICES, OUTPUTS, WORK PRODUCT, AGENTIC ACTIONS, DIGITAL WORKER PERFORMANCE, OR DOCUMENTATION, AND DISCLAIM ALL WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE.

ANY PERFORMANCE METRICS, OUTCOMES STATISTICS, OR BENCHMARKS PUBLISHED ON SPIRE'S WEBSITE, MARKETING MATERIALS, OR OTHER COMMUNICATIONS (INCLUDING METRICS RELATING TO TIME-TO-FILL, MOBILITY, COST SAVINGS, COMPLIANCE RATES, OR LATENCY) ARE ILLUSTRATIVE OF AGGREGATE OR HISTORICAL CUSTOMER DEPLOYMENTS AND ARE NOT WARRANTIES OR PREDICTIONS OF RESULTS FOR ANY PARTICULAR CUSTOMER. CUSTOMER ACCEPTS AND AGREES THAT ANY USE OF OUTPUTS, WORK PRODUCT, OR DEPLOYMENT OF AGENTS OR DIGITAL WORKERS FROM THE SERVICES IS AT CUSTOMER'S SOLE RISK.

13.1 Third-party AI providers and infrastructure

The Services rely on, and interoperate with, artificial intelligence models, hosting, and infrastructure provided by third parties (including foundation-model providers and cloud platforms) (collectively, “Third-Party AI Providers”). Such Third-Party AI Providers are not under Spire’s control. To the maximum extent permitted by applicable law, Spire is not responsible or liable for, and makes no warranty regarding, the acts, omissions, availability, performance, latency, security, uptime, model versioning or deprecation, changes in behavior or capabilities, pricing or access changes, suspension or discontinuation, or the outputs (including any inaccurate, harmful, biased, or infringing outputs) of any Third-Party AI Provider. Any unavailability, change, degradation, or discontinuation of a Third-Party AI Provider that affects the Services is treated as a force majeure event for the purposes of these Terms, and Spire may substitute an alternative provider or model of comparable functionality without liability. Customer’s use of any Third-Party AI Provider made directly available to Customer may also be subject to that provider’s own terms.

14. Limitation of Liability

14.1 Exclusion of indirect damages

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS, OR DATA, OR FOR ANY LOSS RESULTING FROM AGENTIC ACTIONS CUSTOMER AUTHORIZED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Aggregate liability cap

OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT CUSTOMER PAID TO SPIRE FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (B) ONE HUNDRED U.S. DOLLARS (USD 100). FOR THE AVOIDANCE OF DOUBT, WHERE CUSTOMER USES THE SERVICES ON A FREE, EVALUATION, TRIAL, OR OTHER NO-FEE BASIS, SPIRE’S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (USD 100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.3 Exclusions from cap

The limitations and exclusions in Sections 14.1 and 14.2 do not apply to: (i) Customer’s payment obligations; (ii) Customer’s indemnification obligations under Section 16.1; (iii) either party’s fraud or willful misconduct; or (iv) any liability that cannot be excluded or limited under applicable law. With respect to either party’s gross negligence (other than a Security Incident, which is governed by Section 14.5), the exclusion of indirect and consequential damages in Section 14.1 continues to apply, but the aggregate liability cap in Section 14.2 shall instead be the greater of (x) two (2) times the total amount paid or payable by Customer to Spire under these Terms in the twelve (12) months immediately preceding the event giving rise to the liability, or (y) fifty thousand U.S. dollars (USD 50,000), except where applicable law does not permit such a limitation. Some countries and states do not allow certain disclaimers or limitations, so some or all of the terms above may not apply, and Customer may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in Customer’s country of residence.

14.4 Basis of the bargain

The parties acknowledge that the limitations and exclusions of liability set forth in this Section 14 are an essential basis of the bargain between them, that the fees reflect such allocation of risk, and that the Services would not be provided absent such limitations.

14.5 Security incidents and data breaches

Notwithstanding Section 14.2 and Section 14.3, and except in cases of Spire’s fraud or willful misconduct or to the extent a higher amount is required by applicable law, Spire’s total aggregate liability for all claims arising out of or relating to a Security Incident (meaning a breach of Spire’s security obligations under Section 10 or the applicable Data Processing Agreement leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Customer Personal Data processed by Spire) shall not exceed the greater of (a) two (2) times the total amount paid or payable by Customer to Spire under these Terms in the twelve (12) months immediately preceding the event giving rise to the liability, or (b) one hundred thousand U.S. dollars (USD 100,000) (the “Enhanced Cap”). The exclusion of indirect and consequential damages in Section 14.1 continues to apply to Security Incidents. The Enhanced Cap is

the sole and exclusive monetary cap applicable to Security Incidents and is not cumulative with the cap in Section 14.2 or the gross-negligence cap in Section 14.3; where a single set of facts gives rise to liability under more than one provision, the higher applicable cap applies on an aggregate (not cumulative) basis. Spire's obligations to notify Customer of, and respond to, Security Incidents are as set out in the applicable Data Processing Agreement.

14.6 Regulatory penalties from Customer deployment decisions

To the maximum extent permitted by applicable law, Spire is not liable for any administrative fines, penalties, or sanctions imposed on Customer by a regulator or court (including under data-protection, employment, equal-opportunity, consumer-protection, or AI-specific laws such as the EU AI Act) to the extent they arise out of or relate to Customer's deployment decisions, choice of use case, configuration or instruction of Agents or Digital Workers, reliance on Outputs, classification of its use as high-risk or otherwise, or failure to conduct or act upon any assessment, disclosure, human-oversight, or consent obligation that these Terms allocate to Customer. This Section 14.6 does not limit Spire's responsibility for fines or penalties to the extent they are finally determined to arise from Spire's own breach of its obligations under Section 10 or the applicable Data Processing Agreement, which remain subject to Section 14.5.

15. Confidentiality

15.1 Obligations

Each party (the "Receiving Party") shall (a) hold the Confidential Information of the other party (the "Disclosing Party") in strict confidence; (b) use such Confidential Information only as necessary to perform its obligations or exercise its rights under these Terms; (c) protect such Confidential Information using the same degree of care it uses to protect its own confidential information of like nature, but in no event less than a reasonable degree of care; and (d) not disclose such Confidential Information to any third party other than its employees, contractors, advisors, and agents who have a need to know and who are bound by confidentiality obligations no less protective than those set forth herein.

15.2 Exclusions

"Confidential Information" does not include information that the Receiving Party can demonstrate (a) was rightfully in its possession without confidentiality obligations prior to disclosure; (b) is or becomes publicly available through no breach of these Terms; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

15.3 Compelled disclosure

The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or valid legal process, provided that, to the extent legally permitted, it provides prompt prior written notice to the Disclosing Party and reasonable cooperation in any effort to seek a protective order or limit the scope of disclosure.

15.4 Term

The confidentiality obligations in this Section 15 shall survive termination of these Terms for a period of five (5) years; provided that with respect to trade secrets and personal data, such obligations shall survive for so long as such information remains a trade secret or is required to be protected under applicable law.

16. Indemnity

16.1 Indemnification by Customer

To the extent permitted by law, Customer will defend, indemnify, and hold harmless Spire, its affiliates, and its personnel from and against any costs, losses, liabilities, and expenses (including reasonable attorneys' fees) from any third-party claim arising out of or relating to (a) Customer's use of the Services or Content; (b) Customer's violation of these Terms or applicable law; (c) Customer's Inputs or use of Outputs (including any employment, hiring, customer-decisioning, or workforce decision made in connection with the Services); (d) Customer's failure to obtain required consents or provide required notices to data subjects; (e) any Agentic Action taken by an Agent or Digital Worker Customer configured, activated, or instructed (including any communication, transaction, record modification, or third-party access undertaken by such Agent or Digital Worker), regardless of whether the Agent or Digital Worker acted as Customer intended; (f) any third-party claim asserting joint-employer, co-employer, employer-of-record, or similar liability arising from Customer's deployment of Digital Workers; (g) any claim by Customer's employees, contractors, candidates, customers, or other Workforce Individuals or end-users arising from Customer's use of the Services; or (h) any claim arising from Customer's failure to make AI disclosures required by applicable law.

16.2 Indemnification by Spire for IP infringement

Subject to the limitations in Section 14, Spire shall defend Customer against any third-party claim alleging that Customer's authorized use of the Services (excluding Customer Data, Inputs, Outputs, Work Product, Agentic Actions, and Third-Party Services) infringes such third party's patent, copyright, or registered trademark or misappropriates such third party's trade secret (each, an "IP Claim"), and shall indemnify Customer for any damages and reasonable attorneys' fees finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement approved by Spire in respect of such IP Claim. This Section 16.2 does not apply to (a) Customer Data, Inputs, Outputs, Work Product, or Agentic Actions; (b) Customer's combination of the Services with materials, software, services, or systems not provided or

authorized by Spire; (c) modifications to the Services not made by Spire; (d) Customer's use of the Services in breach of these Terms; (e) Customer's continued use of an allegedly infringing version after Spire has provided a non-infringing alternative; or (f) Third-Party Services. If the Services become, or in Spire's reasonable opinion are likely to become, the subject of an IP Claim, Spire may at its option (i) procure the right for Customer to continue use; (ii) modify or replace the Services with a non-infringing equivalent; or (iii) terminate the affected Subscription and refund any pre-paid, unused fees.

16.3 Procedure

Each party's indemnification obligations are conditioned upon the indemnified party (a) promptly notifying the indemnifying party in writing of the claim; (b) granting the indemnifying party sole control of the defense and settlement (provided that no settlement requiring an admission of liability or payment by the indemnified party may be entered into without the indemnified party's prior written consent, not to be unreasonably withheld); and (c) providing reasonable cooperation at the indemnifying party's expense.

17. Dispute Resolution

CUSTOMER AND SPIRE AGREE TO THE FOLLOWING DISPUTE RESOLUTION PROVISIONS, WHICH INCLUDE BINDING ARBITRATION AND A CLASS ACTION WAIVER, SUBJECT TO THE EXCEPTIONS BELOW.

17.1 Informal resolution

Before either party files a claim against the other, both agree to try to resolve the dispute informally. Customer agrees to provide notice to legal@spire.ai describing the dispute, contact information, and the relief sought. We will provide notice to the email address associated with Customer's account. If we are unable to resolve a dispute within sixty (60) days of the notice, either party may initiate formal proceedings. Any statute of limitations will be tolled during this informal resolution process.

17.2 Arbitration

If informal resolution fails, the parties agree that the dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, seated in Wilmington, Delaware, by a sole arbitrator (or three arbitrators for disputes exceeding USD 1,000,000), in English. The Federal Arbitration Act governs the arbitration agreement. The arbitral award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

17.3 Exceptions

This Section 17 does not require informal dispute resolution or arbitration of: (i) individual claims brought in small claims court; (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the

Services or to prevent infringement or misappropriation of intellectual property or Confidential Information; or (iii) claims relating to non-payment of undisputed fees.

17.4 Class and jury trial waivers

To the fullest extent permitted by applicable law, Customer and Spire agree that disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, and representative actions are prohibited. Only individual relief is available. Customer and Spire knowingly and irrevocably waive any right to trial by jury in any action, proceeding, or counterclaim. To the extent applicable law (including the EU Representative Actions Directive 2020/1828 or analogous laws) prohibits the waiver of representative or class proceedings, the waiver in this Section 17.4 shall not apply, but only to the minimum extent required by such law.

17.5 Severability of arbitration provisions

If any part of these arbitration terms is found illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.

17.6 Time limitation

Any cause of action arising out of or relating to these Terms must be commenced within one (1) year after the cause of action accrues, except for claims relating to non-payment, intellectual property infringement, or breach of confidentiality, and except where applicable law prohibits a contractual limitation period shorter than the statutory period, in which case the statutory period shall apply.

18. Copyright Complaints

If a person believes that their intellectual property rights have been infringed in connection with the Services, please send notice to legal@spire.ai. We may delete or disable content that we believe violates these Terms or is alleged to be infringing, and we will terminate the accounts of repeat infringers where appropriate. Written claims concerning copyright infringement must include:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that is claimed to have been infringed;
- A description of where the allegedly infringing material is located in the Services so we can find it;
- The complainant's address, telephone number, and email address;

- A statement that the complainant has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notice is accurate and that the complainant is the copyright owner or authorized to act on the copyright owner's behalf.

19. General Terms

19.1 Assignment

Customer may not assign or transfer any rights or obligations under these Terms without our prior written consent, and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with the Services.

19.2 Changes to these Terms or our Services

We may update these Terms or our Services from time to time. For any material change to these Terms, we will give at least thirty (30) days' advance notice by email or in-product notification. The change will take effect at the end of that notice period; if Customer does not agree, its sole remedy is to stop using the Services and terminate the account before the effective date (and, for paid subscriptions, receive a pro-rata refund of pre-paid, unused fees). Non-material changes (such as clarifications, corrections of errors, and changes required to comply with applicable law) may take effect upon posting of an updated version with a revised effective date, or upon such shorter notice as the law requires.

These Terms refer to, and incorporate by reference, information published on the Spire website and in the Documentation, including the products, features, offering names, tiers, pricing, rates, free-tier and usage limits, credits, the high-risk classification schedule, and similar operational details (collectively, the "Operational Schedules"). The Operational Schedules describe the current state of the Services and may be added to, modified, renamed, or discontinued at any time by updating the relevant website pages or Documentation, in accordance with Sections 9 and 12 where those Sections apply. Changes to the Operational Schedules are not changes to these Terms and do not require the notice process described above; the durable rights and obligations set out in the body of these Terms continue to govern regardless of changes to the Operational Schedules. In the event of a conflict between the body of these Terms and an Operational Schedule, the body of these Terms governs unless an Order Form or Enterprise Agreement expressly provides otherwise.

19.3 Delay in enforcing these Terms

Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in Section 17, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and will not affect the enforceability of any other terms.

19.4 Trade controls and sanctions

Customer must comply with all applicable trade laws, including export control and economic sanctions laws administered by the United States (including OFAC), the European Union, the United Kingdom, and any other relevant jurisdictions. The Services may not be used in or for the benefit of, or exported or re-exported to, any embargoed country or territory, or any individual or entity with whom dealings are prohibited under applicable trade laws. Customer's Inputs may not include material or information that requires a government license for release or export. Customer represents and warrants that it (and any beneficial owner of 25% or more) is not (i) located in, organized under the laws of, or ordinarily resident in any sanctioned country or territory; (ii) on the OFAC Specially Designated Nationals (SDN) list, the EU Consolidated List, the UK HMT List, or any equivalent restricted-party list; or (iii) acting on behalf of any such person.

19.5 Anti-bribery and anti-corruption

Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

19.6 Force majeure

Neither party shall be liable for any delay or failure to perform its obligations (other than payment, indemnification, or confidentiality obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, governmental action, labor disputes, internet or telecommunications failures, denial-of-service attacks, or third-party cloud provider outages.

19.7 Independent contractors; no third-party beneficiaries

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, fiduciary, or employment relationship. Except as expressly stated in Section 14 (Limitation of Liability), these Terms do not confer any rights or remedies on any third party. Spire's affiliates are intended third-party beneficiaries of the limitations of liability and disclaimers in Sections 13 and 14.

19.8 Notices

Notices to Spire shall be sent to legal@spire.ai. Notices to Customer shall be sent to the email address associated with the account or, where applicable, the address designated in the Order Form. Notices sent by email are deemed given on the day sent, unless the sender receives an automated message indicating that the email was not delivered, and notices given by in-product notification are deemed given when posted. It is Customer's responsibility to keep its account contact and notice details current.

19.9 Entire agreement

These Terms, together with the Privacy Policy, the Acceptable Use Policy, the DPA (where applicable), and any Enterprise Agreement or Order Form, contain the entire agreement between Customer and Spire regarding the Services and supersede any prior or contemporaneous agreements between the parties on the same subject matter. Any conflicting terms in Customer's purchase order or similar document are expressly rejected.

19.10 Governing law

Subject to Section 17 (Dispute Resolution), these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19.11 Language

These Terms are drawn up in the English language. Any translation provided is for convenience only; the English version shall prevail in the event of any conflict.

20. Contact

If Customer has any questions about these Terms, please contact us:

Spire		Innovations,		Inc.
Legal:				legal@spire.ai
Privacy	/	Data	Protection:	privacy@spire.ai
Security:				security@spire.ai
Support:				support@spire.ai
Registered Office:	1013 Centre Road,	Suite 4038,	Wilmington, DE 19805,	USA
Principal Business Address:	33 Wood Avenue South,	Suite 600,	Iselin, NJ 08830,	USA
Website:	https://www.spire.ai			
