

Services Agreement (Updated April 21st, 2025)

This Services Agreement (“Agreement”) is between Runhouse Inc., a Delaware corporation (“Company”) and you or the organization you represent.

Use for individual for personal purposes:

- all references to “Customer” refer to you; and
- you confirm that you have the legal capacity and authority to enter into this Agreement.

Use on Behalf of a Company, Organization, or other legal entity:

- all references to “Customer” refer to that entity; and
- you confirm that you are authorized to enter into this Agreement on its behalf and have the necessary power and authority to do so.

The parties agree as follows:

1. SERVICES.

- 1. Statements of Work.** This Agreement will be implemented through one or more written statements of work or order forms that reference this Agreement (each, a “Statement of Work”). Any change to the terms of this Agreement within a Statement of Work will apply only to those services described therein.
- 2. Grant of License.** Subject to all terms and conditions of this Agreement, Company will use commercially reasonable efforts to provide the products and services described in an applicable agreement (collectively, the “Services”). Subject to the foregoing, Company hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, royalty-free, limited and revocable license to use and access the Services during the term of this Agreement solely for Customer’s internal business purposes. Customer acknowledges and agrees that Company may monitor Customer’s use of the Services and that Company may rate-limit Customer’s access to and use of the Services in order to prevent damage to the Services or Company’s other systems.

- 3. License Restrictions.** Customer shall not (and shall not permit any third party to), directly or indirectly: (a) sell or re-sell the Services to a third party; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (c) modify, translate, or create derivative works based on the Services; (d) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (e) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (f) use the Services to build an application, service, product or other offering that is competitive with any Company product or service; (g) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (h) bypass any measures Company may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (i) use the Services in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with the rate limits provided by Company; or (j) use or otherwise exploit the Services to develop, train, optimize or improve the functionality or performance of any large language model, machine learning model, or any other similar model or artificial intelligence-powered technology platform that is developed, owned or operated by Customer or a third party. Customer is responsible for all of Customer's activity in connection with the Services and the activity of those that Customer grants access to its Customer Account (as defined below).
- 4. Access and Account.** Company will provide Customer with access privileges that permit Customer to access the Services ("Customer Account"). Customer will identify an administrative user name and password that will be used to set up Customer's account. Customer must provide accurate and complete information and keep the Customer Account information updated. Customer is solely responsible for the activity that occurs on the Customer Account, and for keeping the Customer Account password secure. Customer may never use another person's user account or registration information for the Services without permission. Customer must notify Company immediately of any discovered or otherwise suspected breach of security or unauthorized use of the Customer Account or the Services. Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer.

- 5. Modifications.** Company reserves the right to update or modify the Services (in whole or in part) at any time in its sole discretion provided that Company shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes that might adversely impact Customer's use of the Services. If Company provides Customer with any upgrades, patches, enhancements, or fixes for the Services, then such upgrades, patches, enhancements, or fixes will become part of the Services and subject to this Agreement. However, Company shall have no obligation under this Agreement to provide any upgrades, patches, enhancements, or fixes to Customer for the Services.

2. PROPRIETARY RIGHTS.

- 1. Services.** Except for the limited rights and licenses expressly granted to Customer hereunder, no other license is granted, no other use is permitted and Company (and its licensors) shall retain all rights, title and interests (including all intellectual and proprietary rights) in and to the Services, including all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by Company in providing the Services, any copies, derivative works or enhancements thereof, and all Company trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights. In the event that Customer provides information regarding experience using the Services, suggestions, comments, or other feedback about the Services (all such communication, "Feedback"), Customer hereby grants to Company, without charge, a non-exclusive, perpetual, worldwide, irrevocable, non-terminable right and license to make, use, modify, distribute, license rights to, and otherwise incorporate or commercialize such Feedback to improve the Services or as part of any other products, technology, services, specifications or other documentation.
- 2. Customer Data.** For purposes of this Agreement, "Customer Data" shall mean any data, information, or other material provided, uploaded, or submitted by Customer to the Services in the course of using the Services. Customer hereby grants to Company a worldwide, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute, transmit, operate, maintain and prepare derivative works of the Customer Data for the purposes of providing, maintaining, developing, and improving the Services. Customer, not Company, shall have sole responsibility for the accuracy,

quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights, licenses and permissions needed to provide, upload or submit the Customer Data to the Services and to grant the foregoing license to Company.

- 3. Aggregate Data.** Customer agrees that Company is free to disclose aggregate measures of usage and performance, and to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Services hereunder (“General Knowledge”), including that it could have acquired performing the same or similar services for another company. Customer further agrees that Company shall have a perpetual, worldwide, non-exclusive, irrevocable right and license (a) to create anonymized compilations and analyses of data regarding Customer’s use of the Services that is combined with data from numerous other customer (“Aggregate Data”), (b) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data (“Analyses”) and (c) to create, develop, enhance, and train algorithms, machine learning and other generally available tools in connection with the Services using anonymous Aggregate Data. Company shall own all right, title and interest in and to such Aggregate Data and Analyses and shall have the exclusive right to use such Aggregate Data and Analyses for any purpose, including, but not limited to product improvement, training, testing and marketing of the Services.

- 3. CONFIDENTIALITY.** Each party agrees that the business, technical and financial information, that is designated in writing as confidential, or is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors (“Confidential Information”). Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party. Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, and independent contractors. Upon the disclosing party’s request, all of the Confidential Information (including any copies) will be returned to the disclosing party, and the receiving party will make no further use of such

materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge and agree that there can be no adequate remedy at law for any breach of such party's obligations under this Section 3, which breach may result in irreparable harm to the non-breaching party, and therefore, that upon any such breach or any threat thereof, the non-breaching party shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

4. PAYMENTS.

- 1. Fees.** Customer agrees to pay Company all fees and expenses in the amounts specified in the applicable Statement of Work (the "Fees"). Company reserves the right to change the Fees at any time, in its sole discretion, upon at least thirty (30) days' prior written notice to Customer.
- 2. Payment Terms.** Unless specified otherwise or subject to a good faith dispute, and except as may be otherwise set forth in a Statement of Work, all amounts due hereunder for the Services shall be paid within thirty (30) days after Customer's receipt of invoice in US dollars at Company's address or to an account specified by Company.
- 3. Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Services under this Agreement and all Statements of Work, excluding Taxes based solely on Company's net income.

5. WARRANTIES AND DISCLAIMERS.

- 1. General.** Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

2. Disclaimers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (OR ANY PORTION THEREOF), AND ALL RELATED INFORMATION, TECHNOLOGY, AND SERVICES PROVIDED BY OR ON BEHALF OF COMPANY ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF THE PURPOSE), ACCURACY, TITLE, AND/OR NON-INFRINGEMENT. IN ADDITION, COMPANY DOES NOT WARRANT THAT THE SERVICES (OR ANY PORTION THEREOF) WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE SERVICES (OR ANY PORTION THEREOF) WILL MEET CUSTOMER’S NEEDS, THAT DATA WILL NOT BE LOST, THAT THE SERVICES (OR ANY PORTION THEREOF) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES (OR ANY PORTION THEREOF, INCLUDING ANY INFORMATION OR CONTENT ACCESSED IN CONNECTION THEREWITH) ARE ACCURATE, COMPLETE, ERROR-FREE, OR UP-TO-DATE.

6. INDEMNIFICATION.

- 1. Customer.** Customer shall defend, indemnify, and hold harmless Company, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“Losses”) that arise from or relate to: (a) Customer’s use of the Services not expressly authorized or permitted under this Agreement; (b) any Customer Data; (c) Customer’s violation of any other party’s rights, including without limitation any intellectual property or proprietary rights (including any claim of infringement or misappropriation of third-party intellectual property or proprietary rights relating to Customer’s use of the Services); or (d) Customer’s violation of its obligations set forth in this Agreement.
- 2. Company.** If a claim is made that the Services violate, infringe or misappropriate any third-party proprietary or intellectual property rights, Customer agrees to permit Company, in Company’s sole discretion, to: (a) modify or replace the Services, or component or part thereof, to make it non-infringing; or (b) obtain the right for Customer to continue use of

the Services. If Company determines that neither alternative is reasonably commercially available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. The foregoing obligations of Company do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Company (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Company (including without limitation any fine-tuning, refinement or customization of the Services), (iv) combined with other products, processes or materials not provided by Company (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) Customer's use of the Services is not strictly in accordance with this Agreement or Company's terms of service, or (vii) Customer's use of the Services violates applicable law or constitutes fraud, gross negligence or willful misconduct. This Section 6.2 represents Customer's sole and exclusive remedy, and Company's sole liability, for any Losses that arise from or relate to any claim that the Services violate, infringe or misappropriate any third-party proprietary or intellectual property rights.

- 3. Procedures.** Any claim for indemnification hereunder requires that the indemnified party provide to the indemnifying party: (a) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations if such party is materially prejudiced by such failure); (b) the option to assume sole control over the defense and settlement of any claim (provided that the indemnified party may participate in such defense and settlement at its own expense); and (c) reasonable information and assistance in connection with such defense and settlement (at the indemnifying party's expense).

- 7. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY FOR THE APPLICABLE SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

8. TERM AND TERMINATION.

- 1. Term of Agreement.** This Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for the initial term specified in the applicable Statement of Work. Unless otherwise set forth in an applicable Statement of Work, such term shall automatically renew for successive renewal terms of one (1) year each, unless either party notifies the other party of its intent not to renew this Agreement at least thirty (30) days prior to the end of the applicable term. Company reserves the right to change the Fees for the renewal term upon at least thirty (30) days' prior written notice to Customer.
- 2. Termination by Either Party.** This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. Termination of this Agreement shall terminate all outstanding Statements of Work.
- 3. Effects of Termination.** Upon any expiration or termination of any Statement of Work or this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive; (b) Customer shall cease using, destroy and remove from all computers, hard drivers, networks and other storage media all copies of the Services

(if Customer continues to use the Services, then Company reserves the right to continue to charge Customer); and (c) the provisions of Sections 1.3 (License Restrictions), 2 (Proprietary Rights), 3 (Confidentiality), 4 (Payments), 5.2 (Disclaimers), 6 (Indemnification), 7 (Limitation of Liability), 8.3 (Effects of Termination), 9 (Publicity), and 10 (Miscellaneous) shall survive any such expiration or termination.

- 9. PUBLICITY.** Customer hereby grants Company a limited, non-exclusive license to include Customer's name and standard logo within lists of customers utilizing Company's services, both on Company's public-facing website and in marketing and promotional materials, and to otherwise identify Customer as a customer of Company.

MISCELLANEOUS. This Agreement represents the entire agreement between Company and Customer with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between the parties with respect thereto. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Statements of Work, the terms of the Agreement shall control. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of an electronic copy shall have the same force and effect as execution of an original, and an electronic signature shall be deemed an original and valid signature. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the State of New York. Customer acknowledges that any breach of this Agreement by it or its employees or agents will give rise to irreparable injury to Company and not adequately compensated by damages. Accordingly, Company will be entitled to seek equitable relief, including injunctive relief and specific performance against any breach or threatened breach of this Agreement, in addition to any other legal remedies that may be available. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in

equity. All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood, strike, war, insurrection, riot, act of god or the public enemy, failures in any telecommunications, network or other service or equipment that are not within a party's reasonable control, unauthorized access, breach of firewalls or other hacking by third parties, instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), the affected party's performance shall be excused or extended for the period of delay or inability to perform due to such occurrence. Customer may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder, or Customer's account used to access the Services, in any way (by operation of law or otherwise) without Company's prior written consent. Company may transfer, assign, or delegate this Agreement and its rights and obligations without consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of each party hereto. This Agreement is entered into solely between, and may be enforced only by, Customer and Company and will not be deemed to create any rights in third parties or to create any obligations of a party to any third parties. Neither this Agreement nor nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.