

StayCharted AI Model Trainer (AMT)

AWS Marketplace End-User License Agreement

Version: 1.0 | **Prepared:** 30 September 2026

This End-User License Agreement consists of the AWS Marketplace Addendum below and the documents incorporated by reference below. Together they form the "Agreement" between StayCharted LLC, a Texas limited liability company, and the person or entity purchasing the Service through AWS Marketplace ("Customer"). The person accepting represents that they have authority to bind the Customer. This Agreement takes effect when the Customer accepts the Marketplace offer and this Agreement through AWS Marketplace.

Incorporated documents

The following documents are incorporated into this Agreement by reference and may be accessed through the links below:

- **Terms of Service ("Base Terms"):** effective 28 September 2026, last updated 30 September 2026 - <https://staycharted.com/legal/terms>.
- **Privacy Policy:** effective 28 September 2026, last updated 30 September 2026 - <https://staycharted.com/legal/privacy>.
- **Data Processing Addendum (DPA):** version 1.1, effective 29 September 2026, last updated 30 September 2026 - <https://staycharted.com/legal/dpa/1.1>, where applicable to the processing.

The identified versions form part of the Agreement accepted with the Marketplace Order. Later changes to the linked pages do not automatically replace those versions for an existing purchase; section A8 governs changes and precedence.

AWS Marketplace Addendum

A1. Scope and purchased rights

This Addendum applies only to subscriptions purchased through AWS Marketplace for StayCharted AI Model Trainer (AMT), available at <https://amt.staycharted.com>. Direct purchases remain subject to the terms applicable to those purchases. Capitalized terms not defined here have the meanings in the Base Terms.

The accepted AWS Marketplace public or private offer and resulting purchase agreement (the "Marketplace Order") identify the purchased Plan, quantities, included features, price, currency, contract duration and payment schedule. Only the features and add-ons included in that Marketplace Order are purchased. Website prices do not replace agreed Marketplace prices.

Workspace allowances remain separate as described in the Base Terms. Where the Marketplace Order sells workspace units, each purchased unit entitles the Customer to one Workspace on the specified Plan. Each Workspace is priced separately according to its purchased Plan. AWS Marketplace determines how those charges are invoiced and collected. The Customer must complete registration and link the purchase to its Organization and applicable Workspaces to use the purchased rights. Only the Owner of the Organization that will use the purchase may link it in the Service. Linking attaches the purchase to the Organization owned by the person who signs in. The Customer must ensure that the intended Organization's Owner completes this step; a procurement purchaser signing in to a different Organization does not link the purchase to the intended team's Organization.

The Customer is responsible for assigning purchased units to Workspaces. Unassigned units remain purchased and billable under the Marketplace Order. Deleting a Workspace returns its Marketplace workspace unit to unassigned

status; it does not reduce the purchased quantity, cancel the Marketplace Order or stop AWS charges. To change future charges, the Customer must change the purchased quantity or renewal through the applicable AWS Marketplace process.

A Vision unit may be assigned only to an AWS Marketplace-paid Workspace on the matching Plan specified by that Vision pricing dimension. It does not apply to a directly paid Workspace or a Workspace on a different Plan.

A2. Billing, taxes and payment

AWS Marketplace administers invoicing and collection for this purchase under the Marketplace Order and applicable AWS terms. StayCharted will not also charge the Customer through Stripe or another direct-payment method for the same purchased subscription. Separately authorized direct purchases remain separate.

If a Workspace paid directly is assigned a Marketplace workspace unit, StayCharted cancels its direct subscription at once and refunds the unused part of its current direct billing period to the original payment method. This direct-payment refund is an express exception to section 4.4 of the Base Terms and is processed through the original direct payment provider, not AWS Marketplace.

Prices exclude applicable taxes unless the Marketplace Order expressly states otherwise. Tax calculation, collection, payment deadlines and invoice presentation follow the applicable Marketplace arrangements. The Customer manages its AWS payment arrangements through AWS, rather than through StayCharted's direct billing interface.

The direct-payment authorization, separate-invoice statements, payment retry schedule, card-dispute process and chargeback-fee provisions in the Base Terms do not apply to this Marketplace purchase. Paid access is governed by the active rights confirmed for the Marketplace Order, subject to the suspension and termination rights in the Agreement. There is no promise that AWS payment retries follow StayCharted's direct-payment schedule.

A3. Term, renewal and changes

The subscription starts and ends on the dates in the Marketplace Order. Automatic renewal applies only as agreed through AWS Marketplace. Renewal settings, prices, payment schedules and permitted changes are governed by that order and the applicable Marketplace processes. The monthly renewal and price-change mechanisms for direct purchases in the Base Terms do not independently amend a Marketplace Order.

Upgrades, quantity changes and downgrades must be completed through the applicable AWS Marketplace process. Changes take effect when the Marketplace Order and its purchased rights change. A change inside the Service does not by itself change AWS billing. No metered overage or additional purchase is authorized merely by reaching a Plan limit.

A4. Cancellation and end of paid access

The Customer may disable renewal through AWS Marketplace where that option is available. Ending renewal does not itself terminate the current paid term or produce a refund. Requests to cancel a current contract must use AWS Marketplace's applicable cancellation process; contact AWS Customer Service or StayCharted support for assistance. The Customer should confirm the resulting cancellation or renewal status in AWS Marketplace.

Archiving or deleting content, stopping use, or requesting Organization closure does not by itself cancel an AWS Marketplace agreement. StayCharted will cooperate with the Customer in processing any related cancellation through AWS Marketplace. Where StayCharted terminates the Service, it will initiate the corresponding Marketplace cancellation and any refund required by this Agreement through the applicable Marketplace process.

When the purchased paid rights end, the associated Workspaces move to Free unless another valid paid entitlement covers them. Content is retained, Free Plan limits apply, and excess Models are deactivated rather than deleted, as described in sections 5.4 and 11 of the Base Terms. Restoring paid rights permits manual reactivation within the new limits; Models are not reactivated automatically. Organization closure and lawful deletion remain separate processes under the Base Terms.

A5. Refunds and billing questions

Applicable mandatory AWS Marketplace cancellation and refund policies apply. If the Customer cancels a public contract within 48 hours of purchase, AWS Customer Service can process a full refund. The Customer must request the refund; the 48-hour period applies to cancellation, not the timing of the refund request. For all other refunds, including cancellations after 48 hours and all private offers, StayCharted initiates approved refunds under this section, subject to applicable Marketplace rules and agreed private-offer terms.

Outside applicable AWS refund rights, fees are non-refundable, including for partial billing periods, except where required by law, expressly provided in the Marketplace Order or this Agreement (including the direct-to-Marketplace refund in A2), or otherwise agreed in writing. The refund rights for material reductions in core paid functionality and StayCharted's termination for convenience in sections 9.3 and 10.5 of the Base Terms remain available. For a Marketplace Order with a term longer than one month, those provisions apply to the unused prepaid portion of the affected purchased term.

For a refund request or billing question, contact support@staycharted.com with the AWS Marketplace agreement ID and the reason for the request. Approved Marketplace refunds and billing adjustments are processed through AWS Marketplace. StayCharted does not guarantee AWS processing times. Nothing in this section limits mandatory legal rights or applicable AWS Marketplace remedies.

A6. Customer data, privacy and support

The ownership, confidentiality, permitted processing, security and retention provisions in the Base Terms, Privacy Policy and applicable DPA incorporated above continue to apply. The DPA and its applicable transfer clauses retain their stated precedence.

AWS handles Marketplace purchase and billing information under its applicable terms and privacy notices. StayCharted receives purchase and entitlement information needed to link the order to the Customer and provide the purchased Service. This does not authorize sharing training datasets or Model outputs with AWS Marketplace for billing.

Product and account support is available at support@staycharted.com. No response-time or uptime commitment is added by this Addendum; a service level agreement must be expressly agreed in writing. Legal notices to StayCharted remain addressed to tos@staycharted.com under section 16.4 of the Base Terms.

A7. Liability calculation and existing protections

Sections 12 through 15 of the Base Terms, including the disclaimers, liability exclusions, indemnity and confidentiality provisions, continue to apply. For the fee calculation in section 13, subscription fees the Customer actually pays through AWS Marketplace for the Service count as fees paid to StayCharted, without deduction of AWS seller fees. Taxes, unrelated AWS charges and refunds already given remain excluded.

For a prepaid term longer than one month, allocate the paid subscription fee evenly across the months of the purchased term to determine the monthly fee used by section 13. Allocate a combined workspace charge according to the applicable Marketplace Order's prices and quantities, without counting the same fee twice. This calculation does not convert the aggregate liability cap into a separate cap for each Marketplace purchase or Workspace.

A8. Precedence and later changes

Mandatory law and applicable mandatory AWS Marketplace transaction requirements are not displaced by this Agreement. The Data Processing Addendum and any applicable standard contractual clauses retain their stated precedence for personal-data processing and transfers.

Subject to those requirements, an expressly agreed variation in the accepted Marketplace Order or a separately signed agreement governing that order prevails, followed by this Addendum, followed by the Base Terms. The Marketplace Order controls its commercial particulars, including purchased quantities, price, term and payment

schedule. This Addendum overrides conflicting billing and cancellation statements wherever they occur in the Base Terms, including the definitions and sections 2, 4, 5, 10, 11, 13 and 16.

AWS agreements between the Customer and AWS remain separate; this EULA does not amend them or make AWS responsible for StayCharted's obligations. AWS's Standard Contract for AWS Marketplace is not incorporated by selecting this custom EULA.

The version of this Agreement accepted with the Marketplace Order governs that purchase. Posting updated website Terms does not by itself amend an existing Marketplace agreement. Changes require the parties' agreement or an applicable Marketplace renewal or amendment process. This paragraph replaces section 16.3 of the Base Terms for Marketplace purchases.