

SINGULR AI TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICE OFFERED BY SINGULR AI, INC. (“SINGULR”). BY MUTUALLY EXECUTING ONE OR MORE SERVICE ORDERS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, A “SERVICE ORDER”) OR BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU (“YOU” OR “CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL SERVICE ORDERS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO “CUSTOMER” AND “YOU” IN THIS AGREEMENT, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. SCOPE OF SERVICE AND RESTRICTIONS

1.1 Access to and Scope of Service. Subject to Singulr’s receipt of the applicable Fees with respect to the service specified in the corresponding Service Description (the “Service”), Singulr will use commercially reasonable efforts to make the Service available to Customer as set forth in this Agreement. Subject to Customer’s compliance with the terms and conditions of the Agreement, Customer may access and use the Service as specified in the Service Description. “Service Description” means the applicable description available on the Singulr website or a Service Order describing the applicable Singulr service and the use limitations, including but not limited to the use period, applicable unit of measure, and associated limitations.

1.2 Trials. If Customer is accessing or making use of the Service on a trial basis or no-fee basis as identified in the corresponding Service Order (the “Trial”), Customer may use the Service during the Trial provided such use does not to exceed the scope of Service set forth in the corresponding Service Description.

1.3 Restrictions. Customer will use the Service only in accordance with all applicable laws, including, but not limited to, rules and regulations related to data and personally identifiable information. Customer agrees not to, and will not allow any third party to: (i) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying structure, ideas, or algorithms of the Service or any software used to provide or make the Service available; or (iii) rent, resell or otherwise allow any third party access to or use of the Service.

1.4 Ownership. Singulr retains all right, title, and interest in and to the Service, and any software, products, works or other intellectual property created, used, provided, or made available by Singulr under or in connection with the Service. Customer may from time to time provide suggestions, comments, or other feedback to Singulr with respect to the Service (“Feedback”). Customer shall, and hereby does, grant to Singulr a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

1.5 Software. To the extent Singulr makes any Singulr proprietary software available to Customer in connection with the Service, Singulr hereby grants to Customer, and Customer hereby accepts from Singulr, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license to: run such software solely as necessary to use of the Service and as described in the applicable Service Description. Customer agrees that, it shall not: (a) exceed the scope of the licenses granted in Section 1.5; (b) distribute, sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 1.5; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms underlying the software, except to the extent required to be permitted under applicable law; (e) modify, translate or create derivative works of the software; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the software or copies thereof; or (g) combine or distribute any of the software with any third party software that is licensed under terms that seek to require that any of the software (or any associated intellectual property rights) be provided in source code form (e.g., as “open source”), licensed to others to allow the creation or distribution of derivative works, or distributed without charge.

1.6 Customer Data. Customer is solely responsible for Customer Data including, but not limited to: (a) compliance with all applicable laws and this Agreement; (b) any claims relating to Customer Data; and (c) any claims that Customer Data infringes, misappropriates, or otherwise violates the rights of any third party. Customer acknowledges and agrees that Customer Data may be irretrievably deleted after fifteen (15) days following a termination or expiration of this Agreement.

1.7 Use of Customer Data. Customer authorizes Singulr to use Customer Data as necessary to provide the Service to Customer. For purposes of this Agreement, “**Customer Data**” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein.

1.8 Aggregated De-identified Data. Notwithstanding anything to the contrary, Singulr may freely use Aggregated De-identified Data for Singulr’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Singulr’s current and future products and services). “**Aggregated De-identified Data**” means data submitted to, collected by, or generated by Singulr in connection with Customer’s use of the Service, but only in aggregate, de-identified form.

1.9 Personal Data. Customer acknowledges and agrees that any personal information subject applicable personal data laws and regulations (“**PII**”) submitted to the Service by Customer or otherwise accessed or processed by Singulr in connection with the Service is subject to the Singulr Data Processing Agreement with Singulr (the “**DPA**”).

1.10 Support. Subject to Customer’s payment of the corresponding fees, unless otherwise specified in the applicable Service Description, Singulr will use commercially reasonable efforts to provide support for the Service according to the Singulr Support Policy available at the following [URL](#).

1.11 Service Suspension. Singulr may suspend Customer’s access to or use of the Service as follows: (a) immediately if Singulr reasonably believes Customer’s use of the Service may pose a security risk to or may adversely impact the Service; (b) immediately if Customer become insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (c) following thirty (30) days written notice if Customer is in breach of this Agreement or any Service Order (and has not cured such breach, if curable, within the thirty (30) days of such notice); or (d) Customer has failed to pay Singulr the Fees with respect to the Service. If any amount owing by Customer is thirty (30) or more days overdue (or 10 or more days overdue in the case of invoices to be paid by credit card), Singulr may, without limiting any rights and remedies, accelerate Customer’s unpaid fee obligations to become immediately due and payable, and suspend the provision of the Service to Customer until the overdue amounts are paid in full.

2. FEES AND TAXES

2.1 Fees. Customer shall pay to Singulr the fees as set forth in each applicable Service Order (the “**Fees**”) and will provide accurate and updated billing contact information.

2.2 Invoicing Terms. Singulr will invoice Customer either monthly or according to the billing frequency stated in the Service Order. Invoices are due pursuant to the corresponding Service Order. If any invoiced amount is not received by Singulr by the due date, then without limiting Singulr’s rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (b) Singulr may condition future renewals and Service Orders on shorter payment terms.

2.3 Taxes. Any and all payments made by Customer in accordance with this Agreement are exclusive of any taxes that might be assessed by any jurisdiction. Customer shall pay or reimburse Singulr for all value-added, sales, use, property, and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Singulr. All amounts payable to Singulr under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and unless terminated earlier according to this Section 3, will end on the last day of the term specified in the Service Description (the “**Term**”). Unless otherwise specified in the Service Description, each Service Order will renew automatically at the end of the

applicable term unless either party provides to the other advance written notice with respect to non-renewal at least thirty (30) days prior to the end of the then current term.

3.2 Termination. This Agreement and the Service Orders hereunder may be terminated: (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or (b) by Singulr upon written notice to Customer if Customer (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

3.3 Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall (i) immediately cease use of the Service, and (ii) return all Singulr Confidential Information and other materials and information provided by Singulr. Any termination or expiration shall not relieve Customer of its obligation to pay all Fees accruing prior to termination. If the Agreement is terminated due to Section 3.2 (a), Customer shall pay to Singulr all Fees set forth in the corresponding Service Order(s).

3.4 Survival. The following provisions will survive termination of this Agreement: Sections 1.4 (Ownership), 3.3 (Effect of Termination), Section 3.4 (Survival), Section 4 (Confidentiality), Section 7 (Limitation of Liability), Section 8 (Miscellaneous).

4. CONFIDENTIALITY

During the term of this Agreement, either party may provide the other party with confidential and/or proprietary materials and information ("**Confidential Information**"). All materials and information provided by the disclosing party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the receiving party reasonably should have known was the Confidential Information of the disclosing party, shall be considered Confidential Information. This Agreement is Confidential Information, and all pricing terms are Singulr Confidential Information. The receiving party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the disclosing party. The receiving party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section shall not apply to any information that: (a) is made generally available to the public without breach of this Agreement, (b) is developed by the receiving party independently from and without reference to the Confidential Information, (c) is disclosed to the receiving party by a third party without restriction, or (d) was in the receiving party's lawful possession prior to the disclosure and was not obtained by the receiving party either directly or indirectly from the disclosing party. The receiving party may disclose Confidential Information as required by law or court order; provided that, the receiving party provides the disclosing party with prompt written notice thereof and uses the receiving party's best efforts to limit disclosure. At any time, upon the disclosing party's written request, the receiving party shall return to the disclosing party all disclosing party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof.

5. INDEMNIFICATION

5.1 Indemnification by Customer. Customer will defend, indemnify, and hold Singulr, its affiliates, suppliers and licensors harmless and each of their respective officers, directors, employees and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim with respect to: (a) Customer Data; (b) breach of this Agreement or violation of applicable law by Customer; or (c) alleged infringement or misappropriation of third-party's intellectual property rights resulting from Customer Data.

5.2 Indemnification by Singulr. Singulr will defend, indemnify, and hold Customer harmless from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from claims by a third party that Customer's use of the Service directly infringes or misappropriates a third party's intellectual property rights (an "**Infringement Claim**"). Notwithstanding anything to the contrary, Singulr shall have no obligation to indemnify or reimburse Customer with respect to any Infringement Claim to the extent arising from: (a) the combination of any Customer Data with the Service; (b) the combination of any products or services, other than those provided by Singulr to Customer under this Agreement, with the Service; or (c) non-discretionary designs or specifications provided to Singulr by Customer that caused such Infringement Claim. Customer agrees to

reimburse Singulr for any and all damages, losses, costs and expenses incurred as a result of any of the foregoing actions.

5.3 Notice of Claim and Indemnity Procedure. In the event of a claim for which a party seeks indemnity or reimbursement under this Section 5 (each an “**Indemnified Party**”) and as conditions of the indemnity, the Indemnified Party shall: (a) notify the indemnifying party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as is necessary for the indemnifying party to evaluate such claim; and (b) the Indemnified Party allows the indemnifying party to assume full control of the defense of the claim, including retaining counsel of its own choosing. Upon the assumption by the indemnifying party of the defense of a claim with counsel of its choosing, the indemnifying party will not be liable for the fees and expenses of additional counsel retained by any Indemnified Party. The Indemnified Party shall cooperate with the indemnifying party in the defense of any such claim. Notwithstanding the foregoing provisions, the indemnifying party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by any Indemnified Party voluntarily, and without the indemnifying party’s prior written consent, to settle a claim. Subject to the maximum liability set forth in Section 7, the provisions of this Section 5 constitute the entire understanding of the parties regarding each party’s respective liability under this Section 5, including but not limited to Infringement Claims (including related claims for breach of warranty) and each party’s sole obligation to indemnify and reimburse any Indemnified Party.

6 WARRANTY

6.1 Warranty. The Service, when used by Customer in accordance with the provisions of this Agreement and in compliance with the applicable Documentation, will perform, in all material respects, the functions described in the Documentation during the Term.

6.2 Exclusive Remedies. Customer shall report to Singulr, pursuant to the notice provision of this Agreement, any breach of the warranties set forth in this Section 6. In the event of a breach of warranty by Singulr under this Agreement, Customer’s sole and exclusive remedy, and Singulr’s entire liability, shall be prompt correction of any material non-conformance in order to minimize any material adverse effect on Customer’s business.

6.3 Disclaimer of Warranty. Singulr does not represent or warrant that the operation of the Service (or any portion thereof) will be uninterrupted or error free, or that the Service (or any portion thereof) will operate in combination with other hardware, software, systems, or data not provided by Singulr, except as expressly specified in the applicable Documentation. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, SINGULR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE OR SERVICES, OR THEIR CONDITION. SINGULR IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 6.1 IN LIEU OF, AND SINGULR HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

7. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SINGULR BE LIABLE FOR ANY, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. SINGULR’S LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

8. MISCELLANEOUS

8.1 Export Control. Customer hereby certifies that Customer will comply with all current applicable export control laws. Customer agrees to defend, indemnify and hold Singulr harmless from any liability for Customer’s violation of any applicable export control laws.

8.2 Compliance with Laws. Customer shall comply with all applicable laws and regulations in its use of any Service, including without limitation the unlawful gathering or collecting, or assisting in the gathering or collecting of

information in violation of any privacy laws or regulations. Customer shall, at its own expense, defend, indemnify and hold harmless Singulr from and against any and all claims, losses, liabilities, damages, judgments, government or federal sanctions, costs and expenses (including attorneys' fees) incurred by Singulr arising from any claim or assertion by any third party of violation of privacy laws or regulations by Customer or any of its agents, officers, directors or employees.

8.3 Assignment. Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Singulr may transfer and assign its rights under this Agreement without consent from the other party in connection with a change in control, acquisition or sale of all or substantially all of its assets.

8.4 Force Majeure. Neither party shall be responsible for failure or delay in performance by events out of their reasonable control, including but not limited to, acts of God, Internet outage, terrorism, war, fires, earthquakes and other disasters (each a "**Force Majeure**"). Notwithstanding the foregoing: (i) Customer shall be liable for payment obligations for Service rendered; and (ii) if a Force Majeure continues for more than thirty (30) days, either party may terminate this agreement upon written notice to the other party.

8.5 Notice. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by registered or certified mail (return receipt), or by recognized courier service.

8.6 No Agency. Both parties agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement. Customer does not have any authority of any kind to bind Singulr.

8.7 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. The federal courts of the United States in the Northern District of California and the state courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, or any Purchase Order issued under this Agreement.

8.8 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Any term or provision of this Agreement held to be illegal or unenforceable shall be, to the fullest extent possible, interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof shall not be affected. In the event of a conflict between this Agreement and the Service Order document, the terms of this Agreement shall control.