

Ethos Master Services Agreement

This Master Services Agreement (the “Agreement”), together with all applicable Order Forms, governs Client’s use of the Ethos Platform.

1. Definitions

- a. **“AI Output”** means reports, summaries, insights, analytics or other content generated by Client in whole or in part using artificial intelligence that Client receives from the Platform, including but not limited to Research Reports and content created from Client Data. AI Output does not include Ethos IP or any Expert Insights, even where incorporated into Research Reports or other AI Output, or any output or content generated by Consultation Agents.
- b. **“Authorized User”** means Client’s officers, employees, contractors, and agents (i) who are authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the Platform has been purchased hereunder.
- c. **“Client”** means the person or entity (other than Ethos) that has agreed to be bound by this Agreement.
- d. **“Confidential Information”** has the meaning set forth in Section 14.
- e. **“Consultation Agent”** means any artificial intelligence feature or module provided or made available as part of the Platform that at Client’s direction fully or partially conducts Expert Consultations on Client’s behalf.
- f. **“Consultation Fee”** means the agreed amount owed by Client for each Expert Consultation.
- g. **“Documentation”** means any user manuals, handbooks, guides, or similar materials relating to the Platform provided by Ethos to Client.
- h. **“Ethos”** means Somo Labs Inc., a Delaware corporation.
- i. **“Ethos IP”** means all intellectual property and proprietary rights (including, without limitation, all software, source code, object code, algorithms, machine learning models, documentation, user interfaces, trademarks, trade secrets, and methodologies) embodied in, underlying, or created by Ethos through the use and provision of the Platform, the Documentation, and any and all other intellectual property or proprietary materials provided to Client or any Authorized User in connection with the foregoing as owned by Ethos or used under license to Ethos for use with the Platform. For the avoidance of doubt, Ethos IP includes the Platform and all Subscription Materials, Aggregated Information, model improvements, derivative works, and any information, data, or other content derived from Ethos’s monitoring of Client’s access to or use of the Platform, as well as any derivative works, improvements, or products developed using or incorporating Client Data or Client Content, except that Ethos IP does not include Client Data or Client Content itself. All intellectual property rights not expressly granted to Client by this Agreement are reserved by Ethos.
- j. **“Expert(s)”** means independent third-party professionals who provide consulting services through the Platform.

- k. **“Expert Consultation”** means an engagement of an Expert for a specific consulting service, including but not limited to an audio or video consultation, survey, or written report, whereby the Expert may provide Expert Insights to a Client.
- l. **“Expert Insights”** means facts, opinions, insights, or other materials or work product created or provided by an Expert as part of an Expert Consultation.
- m. **“Fees”** means the amounts payable by Client for Expert Consultations and for access to and use of the Platform and Subscription Materials, as specified in any Order Form.
- n. **“Order Form”** means a document agreed to by both Parties governed by this Agreement that describes the Fees, number of Authorized Users, and/or any terms and conditions of Client’s access to and use of the Platform.
- o. **“Party”** or **“Parties”** means Ethos or Client individually as context requires or collectively Ethos and Client together.
- p. **“Platform”** means means Ethos’s proprietary online software-as-a-service (SaaS) platform that (i) provides Client with research, analysis, and insights regarding topics selected by Client, (ii) enables Client to interact with and to obtain knowledge and opinions from Experts via Expert Consultations, and (iii) provides access to and use of related services and resources, including Subscription Materials.
- q. **“Research Report”** means a report containing research and analysis generated by use of the Platform’s artificial intelligence capabilities on a topic specified by Client (Research Reports constitute “AI Output,” as defined above). The preparation of a Research Report may include conducting Expert Consultations, and the Research Report may incorporate Expert Insights.
- r. **“Subscription Materials”** means all content and resources, including anonymized Transcripts and Research Reports, Ethos may make accessible via or permit creation of on a subscription basis via the Platform.

2. Access to Platform

a. General.

- i. Ethos hereby grants Client a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Platform during the Term (as defined in Section 15) solely for Client’s internal business purposes, subject to the terms and conditions of this Agreement and any applicable Order Forms. The total number of Authorized Users will not exceed the number set forth in any applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- ii. Client is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or

omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform, and shall cause Authorized Users to comply with such provisions.

- b. Documentation.** Subject to the terms and conditions contained in this Agreement, Ethos hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Platform.

c. Service Availability

- i. Ethos shall use commercially reasonable efforts to make the Platform available to Client, except for:
 1. Scheduled maintenance, of which Ethos shall provide reasonable advance notice;
 2. Emergency maintenance; and
 3. Any unavailability caused by circumstances beyond Ethos's reasonable control, including but not limited to force majeure events.
- ii. Notwithstanding anything to the contrary in this Agreement, Ethos may temporarily suspend Client's and any Authorized User's access to any portion or all of the Platform if:
 1. Ethos reasonably determines that
 - a. there is a threat or attack on any of the Ethos IP;
 - b. Client's or any Authorized User's use of the Ethos IP disrupts or poses a security risk to the Ethos IP or to any other customer or vendor of Ethos;
 - c. Client or any Authorized User is using the Ethos IP for fraudulent or illegal activities;
 - d. subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or
 - e. Ethos's provision of the Platform to Client or any Authorized User is prohibited by applicable law;
 2. any vendor of Ethos has suspended or terminated Ethos's access to or use of any third-party services or products required to enable Client to access the Platform; or
 3. in accordance with Section 8(b).

- iii. Any suspension described in Section 2(c)(ii) above shall constitute a “Service Suspension”). Ethos shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Platform following any Service Suspension. Ethos shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Ethos will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.
- d. **Changes to Platform.** Ethos reserves the right, in its sole discretion, to make any changes to the Platform that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Platform; (ii) the competitive strength of or market for the Platform; or (iii) the cost efficiency or performance of the Platform; or (b) to comply with applicable Law.

3. **Client’s Obligations**

a. **Expert Consultations Must Utilize Platform.**

- i. All Expert Consultations must occur exclusively on the Platform. Client is prohibited from and expressly agrees not to communicate in any way with Experts outside of the Platform unless approved in writing in advance by Ethos.

b. **Compliance**

- i. Client shall use the Platform in compliance with all applicable laws, regulations, and this Agreement. Client is responsible for ensuring that its officers, employees and agents, including Authorized Users, comply with this Agreement.

c. **Requirements and Restrictions.** Client agrees that it and its Authorized users shall not:

- i. Seek, request, disclose, or discuss any material non-public information regarding any company, security, government action, or industry.
- ii. As part of an Expert Consultation, inquire about or discuss any entity where the Expert currently or within the preceding six (6) months is or was an employee, contractor, director, officer, board member, advisor, or similar role.
- iii. Seek, request, disclose, or discuss any proprietary or trade secret information, or any information that Client knows an Expert has an obligation to keep confidential whether contractual or otherwise.
- iv. Use, disclose to a third party, trade securities, or otherwise transact on the basis of, any material nonpublic information, proprietary information, trade secret information, or any other confidential information Client may learn in the course of any Expert Consultation or when otherwise using the Platform.

- v. Inquire about an Expert's billing rate or other compensation information.
- vi. Seek, request, disclose, or discuss any confidential or proprietary information about an Expert's current or past employers or clients.
- vii. Seek, request, disclose, or discuss any information where disclosure would violate any applicable professional obligation or ethical rule to which an Expert is subject.
- viii. Seek or request legal, financial, investing, tax, medical, or other professional advice.

- d. **Anti-Bribery and Corruption:** Client must comply with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act 2010, and any relevant anti-kickback or fraud statutes. This obligation extends to all activities undertaken in connection with any Expert Consultation, any other use of the Platform, or otherwise in connection with this Agreement. Client shall not offer, promise, give, or authorize the giving of any payment, gift, consideration, or financial or non-financial advantage, either directly or indirectly, to any person or entity, including any Expert, with the intent to improperly influence any act or decision, secure an improper advantage, or induce someone to perform a function improperly. Client agrees not to solicit, accept, or agree to accept any payment, gift, consideration, or financial or non-financial advantage from any person or entity, including any Expert, as an inducement or reward for any improper performance related to obtaining or retaining business.
- e. **Non-Disclosure:** Client shall not disclose any proprietary or confidential information about Ethos, its business operations, this Agreement, or Experts to any third party without express written authorization from Ethos.

4. **Relationship With Experts; Non-Circumvention and Solicitation**

- a. **Independent Contractors:** Client acknowledges that Experts are independent contractors and not employees or agents of Ethos. Ethos facilitates the connection between Client and Experts but does not control or direct services provided by Experts. Ethos makes no representations or warranties regarding the skills, qualifications, or quality of services provided by Experts. Client assumes full responsibility for its engagement and use of Experts through the Platform.
- b. **Non-Circumvention and Non-Solicitation:** Client agrees not to circumvent Ethos by engaging or soliciting Experts outside of the Platform for services that could be provided through the Platform for the duration of the Term and for a period of one (1) year thereafter.

5. **Platform Security and Restrictions**

- a. **Account Security.** Client is responsible for maintaining the confidentiality of its account credentials for the Platform and for all activities that occur under its Platform account. Client agrees to notify Ethos immediately of any unauthorized use of its Platform account.

b. Prohibited Activities. Client shall not, and shall not allow any Authorized User or third party to:

- i. Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Platform;
- ii. Modify, adapt, translate, or create derivative works based on the Platform;
- iii. Rent, lease, sell, sublicense, or otherwise transfer rights to the Platform;
- iv. Use the Platform to store or transmit malicious code, or interfere with or disrupt the integrity or performance of the Platform;
- v. Use the Platform in a manner that infringes or violates the Ethos IP, or any intellectual property, privacy, or other rights of any third party; or
- vi. Remove any proprietary notices from the Platform or Documentation.

6. Data Protection and Privacy

a. Compliance with Data Protection Laws. Each Party agrees to comply with all applicable data protection and privacy laws in relation to any personal data processed under this Agreement.

b. Ethos's Use of Client Data

- i. **Privacy:** Client understands and agrees that all personal data that is shared by or collected on behalf of Client and processed by Ethos is shared, collected, and processed directly by Ethos Artificial Intelligence Limited, a wholly owned subsidiary of Ethos, located at Ethos Artificial Intelligence Limited c/o Cogency Global, 6 Lloyd's Avenue, London, EV3V 3AX, United Kingdom, and such personal data transfer and processing is conducted solely in accordance with the Data Processing Agreement, which is available at askethos.com/dpa and incorporated herein by reference, and in accordance with the Ethos Artificial Intelligence Limited Privacy Policy, which is available at askethos.com/privacy. Ethos Artificial Intelligence Limited will use and process Client Data, including any personal data, solely to provide the Platform and for the purposes set forth in this Agreement.
- ii. **Aggregated Information.** Notwithstanding anything to the contrary in this Agreement, Ethos may monitor Client's use of the Platform and collect and compile Aggregated Information. "Aggregated Information" means data and information that is collected, used, or disclosed by Ethos in an aggregate or anonymized manner such that the resulting data does not identify, and cannot reasonably be used to identify, Client, Client Data, any individual, or any household, directly or indirectly, including data and information used by Ethos to compile statistical and performance information related to the provision and operation of the Platform, and other products prepared by or resulting from Client's use of the Platform. As between Ethos and Client, Ethos shall own all right, title, and interest in Aggregated Information, including all intellectual property rights therein. Client acknowledges and agrees that Ethos may compile Aggregated Information from Client Data, Client Content, and AI Output. Client further

agrees that Ethos may (i) make Aggregated Information publicly available in compliance with applicable law, and (ii) use Aggregated Information to the extent and in the manner permitted under applicable law. Ethos will implement reasonable technical and organizational measures to prevent the reidentification of Aggregated Information and will not attempt to reidentify such data nor permit any third party to do so.

- iii. **AI Training Data Rights.** Unless otherwise agreed in writing, Client acknowledges and consents that Ethos may use Client Data, Client Content, and AI Output, to develop, train, and enhance artificial intelligence models and features that are part of Ethos's Platform and services. Ethos agrees to implement appropriate technical and organizational measures to protect personal data in accordance with applicable data protection laws. Ethos retains perpetual rights to resulting model improvements, weights, and parameters.

- 7. **Monitoring and Compliance.** Client acknowledges and agrees that Ethos is permitted to monitor any use of the Platform, including Expert Consultations and all communications and other interactions with or through the Platform, for the purpose of ensuring compliance with this Agreement and all applicable laws and regulations. Such monitoring may include the live monitoring of Expert Consultations by Ethos compliance personnel or systems, with or without notice to Client in Ethos's sole discretion. Client expressly consents to the inclusion and participation of Ethos's compliance personnel or systems in any Expert Consultations and all compliance activities undertaken by Ethos in connection with any use of the Platform.

8. **Fees and Payment Terms**

- a. **Fees.** Client agrees to pay all Fees specified in all applicable Order Forms. All Fees are payable in U.S. dollars unless otherwise specified. Client acknowledges and agrees that Fees for Expert Consultations include the rates or amounts charged by Experts to Client as well as Ethos service fees and other charges ("Service Fees"). The Fee for each Expert Consultation will be agreed in advance and will be inclusive of the relevant Expert's rate as well as all Service Fees. Fees for Expert Consultations based on an hourly rate will be prorated based on the duration of the Expert Consultation as determined by Ethos in its sole discretion. Client acknowledges and agrees that (i) the amounts of Service Fees is proprietary and trade secret information of Ethos and will not be disclosed to Client except in Ethos's sole discretion, and (ii) Ethos may change the Service Fees at any time in Ethos's sole discretion, provided however that any such changes shall not impact any already agreed-upon Fees for scheduled Expert Consultations. Client agrees the Fees it is charged for Expert Consultations, including Service Fees, may differ from those charged to other users of the Platform. Upon Client's payment of a Fee for an Expert Consultation, Ethos will remit payment to the relevant Expert on Client's behalf.
- b. **Payment Terms.** Unless otherwise stated in the Order Form, Fees are due within thirty (30) days from the date of invoice. Late payments may accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower. Client shall reimburse Ethos for all costs

incurred by Ethos in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. If such failure continues for thirty (30) days or more, Ethos may suspend Client's and its Authorized Users' access to any portion or all of the Platform until such amounts are paid in full.

- c. **Taxes.** All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Ethos's income.

9. Intellectual Property Rights

- a. **Ethos Intellectual Property.** Ethos owns all right, title, and interest, including all intellectual property rights, in and to the Ethos IP. Client acknowledges and agrees all model weights, embeddings, and parameters developed during Platform operation constitute Ethos IP, regardless of Client Data involvement. No rights are granted to Client other than as expressly set forth in this Agreement.
- b. **Subscription Materials.** If Client pays for access to the Subscription Materials, Ethos hereby grants Client a limited, non-exclusive, non-transferable, revokable license to use the Subscription Materials for Client's internal business purposes only. Subscription Materials constitute Ethos IP. Ethos does not grant Client any license or ownership right in Subscription Materials other than as expressly set forth in this Agreement. Such license shall expire upon the earlier of the cancellation of Client's subscription or the end of the Term. Client may not publish, reproduce, or distribute Subscription Materials without prior written consent from Ethos. Ethos reserves the right to modify or discontinue Subscription Materials at any time.
- c. **Client Data.** Ethos acknowledges that, as between Ethos and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to data and information uploaded, entered, or otherwise provided by Client to the Platform ("Client Data"). Client represents and warrants that Client has all rights, licenses, and permissions needed to provide Client Data to the Platform. Client hereby grants to Ethos a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Ethos to provide the Platform to Client, develop and improve the Platform, or create other, derivative products from Client Data.
- d. **AI Output.** As between Ethos and Client, Client owns all AI Output. Ethos hereby assigns to Client all Ethos's right, title, and interest, if any, in and to AI Output. To the extent AI Output contains any Ethos IP, Ethos grants Client a non-exclusive, royalty-free license to use such Ethos IP as part of the AI Output. In exchange, Ethos receives the licenses granted in this Agreement for Ethos to make certain uses of such AI Output pursuant to such licenses.
- e. **Content Created from Platform.** As between Ethos and Client, Client shall own the content Client creates using the Platform ("Client Content"), subject to Ethos'

continuing rights of ownership in and to all Ethos IP. Client Content includes all AI Output. Client hereby grants to Ethos a perpetual, non-exclusive, royalty-free, irrevocable, worldwide license to reproduce, distribute, display, and otherwise use and make all uses of Client Content, including Client Content containing Client Data and perform all acts with respect to Client Content as may be necessary for Ethos to provide the Platform to Client, develop and improve the Platform, or create other, derivative products. For clarity, this license grants Ethos the right to add AI Output to the Subscription Materials. Notwithstanding the foregoing, Ethos shall not make any AI Output publicly available, including via the Subscription Materials, that includes the names of or otherwise clearly identifies Client or its Authorized Users and prior to making any AI Output publicly available Ethos shall redact, delete, or otherwise remove such names or identifiers.

f. Expert Insights

- i. Ethos agrees that as between Ethos and Client, all Expert Insights provided to or created for Client by an Expert in the course of an Expert Consultation shall be Client's intellectual property.
- ii. Notwithstanding the foregoing, Client agrees any pre-existing intellectual property owned by an Expert and incorporated into Deliverables remains the intellectual property of that Expert. Ethos shall contractually require Experts (i) grant the relevant Client a license to use, reproduce, modify, and distribute any such pre-existing intellectual property to the extent incorporated into Deliverables, and (ii) agree that each Client is entitled to freely utilize any ideas, concepts, know-how, or techniques contained within such intellectual property.

g. Transcripts. Unless otherwise agreed in writing, Client grants Ethos a worldwide, royalty-free, perpetual, irrevocable license to copy, record or transcribe any oral, written, or audio communications, materials, or work product in connection with any Expert Consultation (each a "Transcript") and to use, distribute, sell, reproduce, publish, modify, adapt, sublicense, and publicly display Transcripts, for any commercial or noncommercial purpose in perpetuity. For clarity, this license grants Ethos the right to add Transcripts to the Subscription Materials. Notwithstanding the foregoing, Ethos shall not make any Transcript publicly available, including via the Subscription Materials, that includes the names of or otherwise clearly identifies Client or its Authorized Users and prior to making any Transcript publicly available Ethos shall redact, delete, or otherwise remove such names or identifiers.

h. Feedback. If Client or any of its officers, employees, contractors, or agents sends or transmits any communications or materials to Ethos by mail, email, telephone, or otherwise, suggesting or recommending changes to the Ethos IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Ethos is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Ethos on Client's behalf, and on behalf of its officers, employees, contractors and/or agents, all right, title, and interest in, and Ethos is free to use, without any attribution or

compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ethos is not required to use any Feedback.

- i. **Reservation of Rights.** Ethos reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Ethos IP.

10. Client Representations and Warranties. Client represents and warrants that:

- a. It has the right and authority to enter into this Agreement;
- b. It will use the Platform in compliance with all applicable laws and regulations;
- c. It is not relying on any representations or warranties other than those expressly set forth in this Agreement.

11. Disclaimers

- a. THE ETHOS IP, INCLUDING THE PLATFORM, IS PROVIDED "AS IS" AND ETHOS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ETHOS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ETHOS MAKES NO WARRANTY OF ANY KIND THAT THE ETHOS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- b. **No Professional Advice:** The Platform, including AI Output and access to Experts, is for informational purposes only. Ethos does not provide legal, financial, tax, investing, medical, or other professional advice.
- c. **No Warranty Regarding Third-Party IP.** Ethos does not represent or warrant that any AI Output, Expert Insights, or Subscription Materials do not infringe upon any third-party intellectual property rights. Ethos explicitly disclaims all warranties regarding non-infringement of AI Output, Expert Insights, or Subscription Materials. Client hereby fully and irrevocably releases Ethos from any and all liability arising from or in connection with any infringement of third-party intellectual property rights due to any AI Output, Expert Insights, Subscription Materials, or any other materials, content, or other intellectual property created, shared, or provided by the Platform or an Expert.
- d. **No Warranties Regarding Subscription Materials:** Ethos makes no representation or warranty and disclaims any responsibility or liability for the content, quality, accuracy, preservation, or use of any Transcripts or other

Subscription Materials. Client agrees that Ethos is not responsible for any actions taken by Client with respect to Transcripts or other Subscription Materials, including any unauthorized use or disclosure.

- e. **No Warranties Regarding Experts or Content:** Ethos is not responsible for and makes no representations or warranties as to the accuracy of (i) Experts Insights or any other content or information provided by Experts or other third-party on or via the Platform, (ii) the background or qualifications of Experts or any other third-party on the Platform, (iii) the suitability of any Expert for any Expert Consultation, or (iv) that Client will find Experts on the Platform that satisfy Client's needs and objectives. Any information presented on the Platform regarding Experts, including but not limited to work history, is presented solely for informational purposes and convenience and Ethos expressly disclaims all warranties as to the accuracy of such information. Client uses the Platform and all content on the Platform at its own risk. Ethos monitors Expert Consultations solely for compliance purposes and not to verify the accuracy of any content disclosed, discussed, or created therein. Client is solely responsible for the review and selection of Experts for Expert Consultations.

12. Indemnification

- a. **Client Indemnification.** Client shall indemnify, defend, and hold harmless Ethos, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "Ethos Parties") from and against any and all third-party claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to:
 - i. Client's breach of this Agreement;
 - ii. Client's or any Authorized User's violation of any applicable laws or regulations;
 - iii. Willful or intentional misconduct or gross negligence by Client or any Authorized User;
 - iv. Client's or any Authorized User's use of the Platform in a manner not authorized by this Agreement;
 - v. Client's or any Authorized User's use of the Platform in combination with data, software, hardware, equipment or technology not provided by Ethos or authorized by Ethos in writing;
 - vi. Modifications to the Platform by Client or any Authorized User;
 - vii. Any claim alleging that Client Data infringes or misappropriates any intellectual property rights or violates any privacy rights of a third party; or
 - viii. Client's use of AI Outputs.
- b. **Ethos Indemnification**
 - i. Ethos shall indemnify, defend, and hold harmless Client, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "Client Parties") from and against any and all third-party claims,

liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to any third-party claim alleging that the Platform infringes or misappropriates any U.S. patent, copyright, trademark, or trade secret ("Infringement Claim").

- ii. Ethos shall have no obligation under this Section 12(b) to the extent an Infringement Claim arises from:
 - 1. Use of the Platform in combination with any data, software, hardware, equipment, or technology not provided by Ethos, if the infringement would not have occurred but for the combination;
 - 2. Modifications to the Platform not made by Ethos;
 - 3. Client's use of a Consultation Agent to seek or obtain infringing, illegal, or misappropriated materials or content;
 - 4. Any materials or content created, shared, or provided by Experts; or
 - 5. Client's breach of this Agreement.
 - iii. If the Platform becomes, or in Ethos's opinion is likely to become, subject to an Infringement Claim, Ethos may, at its sole option and expense:
 - 1. Obtain the right for Client to continue using the Platform;
 - 2. Replace or modify the Platform so that it becomes non-infringing without material loss of functionality;
 - 3. If the above options are not commercially reasonable, terminate this Agreement upon written notice and refund any prepaid, unused Fees.
- c. Procedure.** The indemnified Party shall:
- i. Provide prompt written notice of the claim;
 - ii. Grant the indemnifying Party sole control over the defense and settlement of the claim;
 - iii. Provide reasonable assistance at the indemnifying Party's expense.

13. Limitation of Liability

- a. Exclusion of Damages.** IN NO EVENT WILL ETHOS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) AI OUTPUT-RELATED

INFRINGEMENT, IN EACH CASE REGARDLESS OF WHETHER ETHOS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- b. Limitation of Liability.** ETHOS'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CLIENT TO ETHOS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION WILL NOT APPLY WITH RESPECT TO ANY INTENTIONAL OR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ANY LIABILITIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Confidentiality

- a. Definition.** "Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Ethos's Confidential Information includes this Agreement, including any Order Forms.
- b. Obligations.** The Receiving Party shall:
 - i. Use the Confidential Information only for purposes of performing its obligations under this Agreement;
 - ii. Protect the Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care;
 - iii. Not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except to its employees, agents, or contractors who need to know the information and are bound by confidentiality obligations at least as protective as those herein.
- c. Exclusions.** Confidential Information does not include information that:
 - i. Is or becomes publicly available without breach of this Agreement;
 - ii. Was already known to the Receiving Party at the time of disclosure;
 - iii. Is received from a third party without restriction;
 - iv. Is independently developed without use of the Confidential Information.
- d. Compelled Disclosure.** The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that it gives the Disclosing Party prompt written notice (to the extent legally permitted) and reasonably cooperates in any efforts to limit or protect the disclosure.
- e. Survival.** The confidentiality obligations described herein shall survive for five (5) years following expiration or termination of this Agreement.

15. Term and Termination

- a. **Term.** This Agreement commences on the Effective Date specified above and continues until terminated as set forth herein ("Term").
 - b. **Automatic Termination.** This Agreement shall terminate automatically thirty (30) days following the expiration or termination of all Order Forms.
 - c. **Termination by Ethos.** Ethos may terminate this agreement upon thirty (30) days' written notice to Client.
 - d. **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party:
 - i. Materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, or immediately if such breach is not capable of cure or is a breach of any Provision of this agreement regarding conflicts of interest, ethical conduct, or violation of applicable law;
 - ii. Becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, or assignment for the benefit of creditors.
 - e. **Effect of Termination**
 - i. Upon termination:
 - 1. All outstanding Order Forms shall terminate;
 - 2. Client's right to access and use the Platform shall cease immediately;
 - 3. Client shall cease all use of Ethos IP, return or destroy related materials, and confirm same to Ethos; and
 - 4. Client shall pay all Fees due as of or accrued up to the date of termination.
 - ii. Each Party shall return or destroy the other Party's Confidential Information upon the request of the other Party.
 - f. **Survival.** Sections 8, 12, 13, 14, 18, and any provisions that by their nature should survive to effectuate this Agreement's purpose shall survive termination.
- 16. Consultation Agents.** Client may choose to use a Consultation Agent to perform any Expert Consultation on Client's behalf. Use of any Consultation Agent is optional. Client is wholly responsible for the use, direction, and oversight of any Consultation Agent and agrees that Consultation Agents are agents of Client and not of Ethos. Client's use of Consultation Agents is subject to the same terms, requirements, and conditions applicable to Expert Consultations conducted by Client directly. ETHOS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, SUITABILITY, PERFORMANCE, OR RELIABILITY OF CONSULTATION AGENTS AND CONTENT AND OUTPUT GENERATED BY CONSULTATION AGENTS. CLIENT ACKNOWLEDGES THAT CONSULTATION AGENTS MAY NOT PERFORM AS INTENDED AND THEIR CONTENT AND OUTPUT GENERATED BY CONSULTATION AGENTS MAY BE INCOMPLETE OR

INACCURATE. ETHOS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR CLIENT'S USE OF CONSULTATION AGENTS. Ethos is under no obligation to make any Consultation Agent available as part of the Platform and may add and remove Consultation Agent availability and capabilities at Ethos's sole discretion.

17. AI Output

- a. *Informational Purpose Only.* AI Output is provided solely for general informational purposes and is not intended as a substitute for Client's own analysis or research.
- b. *Client Responsibility.* Client acknowledges that AI Output may be incomplete, inaccurate, or omit material information. Client shall independently verify all AI Output prior to use or reliance thereon, and shall bear sole responsibility for any decisions or actions taken based on AI Output.
- c. *Similar Output.* Due to the nature of the AI Output and artificial intelligence generally, AI Output may not be unique and other users may receive similar AI Output from the Platform. Ethos's assignment to Client of ownership of AI Output does not extend to AI Output of any other client or user of the Platform.
- d. *No Professional Advice.* AI Output is not legal, financial, investment, tax, medical, or other professional advice. Client agrees not to use or rely on AI Output as such and to seek advice from qualified professionals where appropriate.
- e. ETHOS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, SUITABILITY, PERFORMANCE, RELIABILITY OR TIMELINESS OF AI OUTPUT. ALL AI OUTPUT IS PROVIDED "AS IS" AND "AS AVAILABLE."

18. Governing Law and Dispute Resolution

- a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.
- b. **Arbitration Agreement**
 - i. Any disputes arising out of or in connection with this Agreement shall be fully and finally resolved exclusively through binding arbitration in accordance with then-applicable rules of JAMS, with the arbitration conducted in New York City, New York, unless otherwise agreed by both parties in writing. The language of arbitration shall be English.
 - ii. Prior to initiating any arbitration, the initiating Party will give the other Party at least 60 days advance written notice of its intent to file for arbitration. During such 60-day notice period, the Parties will endeavor to settle amicably by mutual discussions any dispute. Failing such amicable settlement and expiration of the notice period, either Party may initiate arbitration.
 - iii. Unless the Parties mutually agree otherwise, in the event that it is determined that a claim should not proceed through arbitration, any claim

or dispute shall be resolved in the state and federal courts in the State of New York.

- c. **JURY TRIAL AND CLASS ACTION WAIVER.** THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHTS CLIENT MAY HAVE TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO ANY DISPUTE, CONTROVERSY, OR CLAIM RELATING TO THIS AGREEMENT.
 - d. **Injunctive Relief.** Nothing in this Agreement shall prevent either Party from seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent or enjoin infringement of intellectual property rights or misuse of Confidential Information.
- 19. **Export Regulation.** The Platform utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable US federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.
- 20. **Beta Features**
 - a. Product features clearly identified as alpha or beta features as well as any features, products, or services provided on a free trial basis (collectively "Beta Features") that Ethos makes available to Client are provided for testing and evaluation purposes only. Ethos may without notice modify or remove Beta Features at any time without liability to Client. Ethos makes no commitment to provide Beta Features in any future versions of the Platform. Client has no obligation to use any Beta Feature.
 - b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ALL BETA FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND OR PERFORMANCE OBLIGATIONS. ETHOS SHALL HAVE NO INDEMNITY OBLIGATIONS NOR LIABILITY FOR OR IN CONNECTION WITH ANY BETA FEATURE EXCEPT WHERE SUCH LIMITATION OF LIABILITY IS CANNOT BE LIMITED UNDER APPLICABLE LAW IN WHICH CASE ETHOS'S TOTAL AGGREGATE LIABILITY WITH RESPECT TO BETA FEATURES SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).
- 21. **Relationship of Parties.** Ethos and Client are independent contractors with respect to each other, and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, fiduciary, or employment relationship between the parties. Neither party has the authority to bind the other or to incur any obligations on behalf of the other without prior written consent. Each party shall be solely responsible for its own actions, omissions, and the supervision, direction, and

control of its employees, agents, and contractors. Both parties acknowledge that they shall be responsible for all taxes, benefits, and insurance coverage associated with their respective businesses.

22. Miscellaneous

- a. Entire Agreement.** This Agreement, together with any Order Forms, constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, or representations, written or oral, concerning its subject matter.
- b. Updates to Terms.** ETHOS MAY UPDATE THIS AGREEMENT FROM TIME-TO-TIME AT ETHOS'S SOLE DISCRETION. SUCH UPDATES WILL BE EFFECTIVE THIRTY (30) DAYS AFTER NOTICE TO CLIENT. Any other modifications must be in writing and signed by both parties.
- c. Assignment.** Client may not assign or transfer this Agreement without the prior written consent of Ethos, except that Client may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Ethos may assign or transfer this Agreement upon notice to Client.
- d. Notices.** All notices under this Agreement shall be in writing (electronic mail sufficient) and sent to:
 - i. To Ethos:
1007 N Orange St., 4th Floor Ste 1382
Wilmington, DE 19801
United States of America

With a copy to support@askethos.com.
 - ii. To Client: Contact information listed on Order Form
- e. Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- f. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- g. Force Majeure.** Neither Party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor disputes, or governmental actions.
- h. Headings.** The section headings, titles, and captions contained in this Agreement are for convenience and reference purposes only. They do not define, limit, or describe the scope or intent of any provision of this Agreement and shall not affect the construction or interpretation of any part of this Agreement.