

This software license agreement (the “Agreement”) is between Pruna AI UG (haftungsbeschränkt) (“Pruna AI”, “Pruna”, “we”, “us” or “our”) and the legal entity identified in the Order (“You”). This Agreement sets forth the terms and conditions that govern order(s) placed by You under the Agreement.

WHEREAS:

PRUNA AI edits, delivers, maintains and provides support for a machine learning model compression software owned by PRUNA AI (the “**Solution**”).

The functional and technical characteristics of the Solution are further described in **Appendix 1**.

You have expressed an interest in using the “**Enterprise Edition**” of the Solution for Your business operations and deploying it directly on Your IT infrastructure in a “Self-Hosted” license type.

To this end, You have placed an order based on PRUNA AI order form (the “**Order Form**”) shared with You which details the quantities and terms of Your binding agreement with PRUNA AI.

You further acknowledge that You have received from PRUNA AI, prior to the signing of the Order Form, all advice, instructions and details necessary for You to assess Your needs and therefore to enter into this

Agreement in full knowledge of the technical and functional specifications of the Solution.

The Parties have therefore come together to agree on the terms and conditions of their collaboration, under the terms and conditions of this software license agreement, along with the Order (the "**Agreement**").

The Parties declare that they have had the time and opportunity to exchange all the information necessary to negotiate and conclude this Agreement.

1 - Purpose

The purpose of this Agreement is to set forth the terms and conditions under which PRUNA AI shall, subject to the payment of Subscription Fees, grant to You access and use of the Solution.

2 - Contractual documents

The contractual documents are, to the exclusion of all others and in order of decreasing legal value:

- The Order You have placed,
- Appendix 1 : Enterprise Support ;
- These terms and conditions (the Agreement)

In case of contradiction :

- between two documents, the one higher in the contractual hierarchy shall prevail,
- between this Agreement and its Appendix, the Appendix shall prevail for the interpretation of the obligation in question.

The contractual documents express the entire agreement of the Parties as of the date of their signature. They supersede any prior agreement, letter, offer or other written or oral document having the same purpose.

3 - Term

The Agreement is concluded for an initial strict period such as defined in the Order as from its signature by the Parties ("Initial Period"). You hereby understand that You cannot terminate for convenience this Agreement.

It will then be tacitly renewed for successive periods of the same duration (together with the Initial period, the "**Periods**") at then-current list price, unless terminated by one of the Parties by e-mail or registered letter with acknowledgement of receipt sent to the other Party, subject to a notice period of two (2) months without prejudice to the other methods of termination provided for in the Agreement.

A "**Period**" refers to the subscription period stated in the Order, and each subsequent period thereafter, unless terminated by one of the Parties in accordance with the provisions of this Agreement.

4 - License to use the Solution

a. Scope of the License

PRUNA AI grants You a non-exclusive, personal and non-transferable license (the "**License**") to use the Enterprise Edition of the Solution, in its existing version at the date of the Agreement and in any future versions, for the purposes of use in the context of its business and within the limits of the specific parameters specified in Appendix 1, for

the users that You have previously authorized to use the Solution (the **“Users”**).

This License is granted for the sole purpose of integrating and using the Solution in Your IT infrastructure as specified in Appendix 1.

PRUNA AI retains all ownership and intellectual property rights to the Solution programs and materials resulting from any services delivered along with the Solution.

You are not permitted to:

- remove or modify any program markings or any notice of PRUNA AI's proprietary rights;
- Use the Solution to provide third party training on the content and/or functionality of the Solution, except for training your licensed Users;
- Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Solution;
- disclose results of any Solution benchmark tests without PRUNA AI's prior written consent.

b. Purpose of the License

The Solution will be used by You for the purpose of its use as mentioned in Appendix 1 and the applicable Order.

The License is granted for the sole purpose of using the Solution by You, according to the terms and conditions presented in the “Scope of the License” article, for its own needs and only by the Users authorized by You.

Consequently, You and the Users are prohibited from:

- Proceeding with a commercial exploitation of the Solution i.e. resale, distribution or provision of the Solution as a standalone product or service. Transferring, providing, lending, renting the Solution, granting sub-licenses or other rights of use, or more generally, communicating all or part of the Solution to a third party or an affiliated company except for Users that need to use the Solution according to Appendix 1 ;
- Providing the Enterprise Edition of the Solution by remote transmission, networking it, particularly on the Internet, or distributing it in any other form, without PRUNA AI's prior written consent.

The right to use the Solution is granted to You only upon full payment of the price sets forth calculated in accordance with the terms specified in the Order Form.

5 - Granting of the License

a. Installation of the Solution

You shall install the Solution on Your IT Infrastructure under Your sole responsibility, in compliance with the Solution installation procedures set forth in the terms and conditions of installation accessible at the following address: <https://docs.pruna.ai/>

b. Selection of Users

It is also Your responsibility to designate, among the Users, who will be in charge of the use and administration of the Solution.

It is Your responsibility to use the Solution in strict compliance with the terms and conditions of this Agreement. In case of doubt of license usage, You shall contact PRUNA AI as soon as possible to commercially rectify its usage.

c. Access and confidentiality

Each User exclusively accesses the Solution through a secure authentication system determined and set by You.

You are also responsible for implementing and enforcing strict policies and procedures to ensure the confidentiality and integrity of User credentials.

d. Contractual warranties

PRUNA AI warrants that the Solution will, during the Initial Period , substantially operate as described in the applicable Solution technical and functional documentation set forth under Appendix 1.

PRUNA AI does not warrant that the Solution will perform error-free or uninterrupted or that PRUNA AI will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

For any breach of the warranties, Your exclusive remedy, and PRUNA AI's entire liability, shall be the correction of program errors of the Solution that cause breach of the warranty, or if PRUNA AI cannot substantially correct a breach in a commercially reasonable manner, You may end the Solution license and recover the Subscription fees paid to

PRUNA AI on pro rata basis calculated from the date of notification of the breach of the warranty.

6 - Maintenance and technical support

Subject to the payment of the applicable Services, the maintenance and technical support provided by PRUNA AI are specified in Appendix 1.

7 - Hosting

PRUNA AI does not host the Solution or the data collected by it. The hosting is the sole responsibility of the Client.

8 - Financial conditions

a. Pricing

From the Effective date of the Agreement, You undertake to pay PRUNA AI the Subscription Fees set forth in the Order Form.

b. Invoicing and payment

Subscription Fees shall be calculated and invoiced as set out in the Order Form. The above prices will be the subject of invoices by PRUNA AI, communicated to You by any written means, and in particular by email, in accordance with the provisions set forth in the Order Form.

c. Late payments and payment incidents

In the absence of payment of an amount due on its due date within thirty (30) calendar days following receipt by You of a formal notice by registered letter with acknowledgement of receipt, which has remained

without effect, PRUNA AI reserves the right to (i) suspend the Agreement, (ii) demand immediate payment of all amounts due by You, and/or (iii) terminate the Agreement, under the conditions set forth in "Termination for breach" section.

d. Taxes and other charges

Each Party shall be responsible for the due and proper payment of all taxes assessed on, levied, imposed by any government or any local state and/or national fiscal authority of any country or otherwise due in respect of its own profit, whether actual or assumed, and income and property arising in connection with this Agreement and/or its performance.

9 - Your obligations and warranties

Without prejudice to the other obligations provided for in the Agreement, You undertake to comply with the following obligations:

- a. You shall be solely responsible for ensuring the proper use of the Solution.

In particular, You shall be responsible for:

- having IT equipment in good working order and in good working condition, up to date, aligned with the technical specifications of the Solution;
- carrying out updates of the Solution in accordance with the terms of the Appendix 1;
- ensuring at all times that Your infrastructures take into account the conditions of use of the Solution and, where applicable, take the

necessary measures to ensure that Your computer infrastructure is compatible with the requirements mentioned in the terms of the installation of the Solution ;

- having qualified and trained personnel available to use the Solution, in order to use it in accordance with the instructions provided by PRUNA AI.
- b. You agree to maintain the Statistics Report mentioned in Appendix 1 and You shall not delete any data that allows PRUNA AI to calculate the usages performed via the Solution on Your IT infrastructure as described in Appendix 1.
- c. You are solely responsible for the use of the Solution by You and your Users.
- d. You expressly acknowledge and agree that the Solution interconnects with third-party software (the “**Third Party Softwares**”), as described in Appendix 1, for which PRUNA AI is not responsible.
- e. You undertake, in your use of the Solution, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

You warrant against any misuse, non-compliant or illicit use that Users may make of the Solution, in particular against infringement of the laws and regulations in force. You are thus exclusively responsible for putting in place all procedures intended to prevent or remedy the commission of such acts.

f. You are solely responsible for the content of the data, comments and information exchanged through the Solution (the "**Content**").

You warrant PRUNA AI that it has all necessary rights and permissions to distribute such Content. You undertake to ensure that such Content is lawful, does not infringe public order, public morality or third party rights, does not violate any legislative or regulatory provision and, more generally, is in no way likely to give rise to civil or criminal liability on the part of PRUNA AI.

You shall not distribute, in particular and without this list being exhaustive:

- Infringing Content,
- Content that violates the image of a third party,
- Content that is false, misleading or that proposes or promotes illicit, fraudulent or deceptive activities,
- Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- and more generally, Content likely to infringe the rights of third parties or to be prejudicial to third parties, in any manner or form whatsoever.

10 - Intellectual property

a. Rights granted

You expressly acknowledge that the Agreement does not assign any intellectual property rights over the Solution, which remains the exclusive property of PRUNA AI. Title and all Intellectual Property Rights in and to the Solution, new versions of the Solution, Solution maintenance releases, modifications, updates and other changes to the Solution shall be and remain the property of PRUNA AI or any third party from whom PRUNA AI has licensed the same.

Upon acceptance of Order You are hereby granted a License to use the Solution under the conditions defined in the “License to use the Solution” article, to the exclusion of any other use.

Consequently, any disassembly, decompilation, decryption, extraction, reuse, copying and more generally any act of reproduction, representation, distribution and use of any of the elements composing the Solution, in whole or in part, without PRUNA AI's authorization, are strictly prohibited and may be subject to legal proceedings.

Where applicable, the Parties shall only be granted a license to use the elements to which they may have had access or which will be transmitted to them by the other Party, for the duration of the Agreement and for the sole purpose of its performance.

Your content and Your data shall remain in Your exclusive property.

b. Intellectual Property Rights Infringement

Subject to this Agreement, PRUNA AI will (i) defend, or at its option settle, any claim, demand, action or legal proceeding (“Claim”) made or brought against You by a third party alleging that the use of the Solution as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by PRUNA AI in a monetary settlement of such Claim.

PRUNA AI’s obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Your Data, Your technology, software, materials, data or business processes; (II) a combination of the Solution with non-PRUNA AI products or services; or (III) any use of the Solution not in compliance with this Agreement. In the event of a Claim, PRUNA AI will, in its discretion and at no cost to You, do one of the following: (A) modify the Solution so that it is no longer the subject of an infringement claim, (B) obtain a license for Yours continued use of the Solution in accordance with this Agreement, or (C) terminate the subscription for the infringing components of the Solution and refund You any prepaid fees for the remainder of the subscription Term.

THIS SECTION 10.2 SETS FORTH THE ENTIRE OBLIGATION OF PRUNA AI AND YOUR EXCLUSIVE REMEDY AGAINST PRUNA AI FOR ANY CLAIM UNDER THIS SECTION.

11 - Usage compliance

You hereby agree that the Solution embeds Statistic Report that monitor and track Your usage such as further detailed under Appendix 1.

Based on the filled Statistic Report(s) to be provided by You every quarter PRUNA AI can vet and evaluate Your usage of the solution in order to ensure that You are in full compliance with the declared usage of the licenses granted by PRUNA AI. It is your responsibility to proactively provide such Statistic Report(s) every quarter. Any non communication of a Statistic Report will be construed as a non compliance.

In case a Statistic Report reveals any non-compliance of Your usage, You agree to pay within 30 days of written notification any underpaid Subscription fees at the then applicable fees. If You do not pay, PRUNA AI may terminate for breach the technical support, licenses and this Agreement.

12 - Limitation of liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

In any event, PRUNA AI's maximum liability for direct damages is limited to the total amount of the Subscription Fees received by PRUNA AI over the last 12 months as stated under the disputed Order.

NOTWITHSTANDING THE FOREGOING, NO LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY WITH RESPECT TO A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR WITH RESPECT TO ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM SUCH PARTY'S NEGLIGENCE.

The liability section shall survive the termination or expiration of the Agreement. Any claim made by a Party hereunder must be made in writing, giving full particulars of the subject matter in question, within twenty-four (24) months after the date on which such Party became aware of the circumstances giving rise to this claim. It is recognized that any claim for damages made by a Party under this document will always be subject to that Party's general obligation to limit its losses.

13 - Confidentiality

Each of the Parties undertakes to keep strictly confidential all documents and information of a legal, commercial, industrial, strategic, technical or financial nature relating to the other Party or held by the latter of which it may have become aware during the conclusion and performance of the Agreement and not to disclose them without the prior written consent of the other Party.

This obligation of confidentiality does not extend to documents and information:

- of which the receiving Party was already aware,
- which were already public at the time of their communication or which would become public without breach of the Agreement,
- which would have been lawfully received from a third party,
- the disclosure of which would be required by the judicial authorities, pursuant to laws and regulations or in order to establish the rights of a Party under the Agreement.

This obligation of confidentiality extends to all employees, collaborators, trainees, managers and agents of the Parties as well as to their affiliated counsels and co-contractors, to whom documents or

confidential information may only be transmitted if they are bound by the same obligation of confidentiality as that provided for herein.

This obligation shall continue to apply for a period of 5 years following the termination or expiration of the Agreement.

14 - Personal Data

As part of their contractual relations and to the extent applicable, each Party undertakes to comply with the applicable regulations on personal data processing and, in particular, the General Data Protection Regulation (regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016).

Each Party processes personal data of data subject of the other Party involved in the performance of the Agreement, as controller within the meaning of the Applicable Regulation for the purpose of managing the contractual relationship between the Parties and for the duration of the Agreement. These processes are carried out for the performance of the Agreement and only identification data (in particular surname, first name, email address, telephone number) are processed by the Parties.

Personal data are retained during the duration strictly necessary for the purposes of managing the business relationship between Parties. The staff of the Party controller of the processing, its control services (notably auditor) and its processors could have access to personal data.

The processing may result in the exercise by each Party's contact person of their rights under the Applicable Regulation. In such event, You may send such request to: dpo@pruna.ai

15 - Commercial references

The Parties expressly authorize each other to use their respective name, brand and logo, as well as the references of their websites, as commercial references, on any medium and in any form whatsoever, for the term of the Agreement.

16 - Force majeure

Neither Party shall be liable for failure to meet the contractual obligations under this Agreement due to an event that is outside the control of that Party, including, without limitation, strikes, lockouts, labor disputes, acts of God, fire, floods, riots, wars and government actions ("Force Majeure"). This limitation of liability shall be valid only for the period of duration of Force Majeure. The Party involved in an event of Force Majeure shall take all reasonable measures and actions to limit or minimize the consequences of such an event and inform immediately in writing the other Party on the intervention and on the cessation of such circumstance.

17 - Termination for breach

In the event of a material breach by either Party of any of its obligations under the Agreement, the other Party may terminate the Agreement (which, for the avoidance of doubt, will result in the termination of the applicable Order) after having given formal notice in writing with acknowledgement of receipt to the defaulting Party thirty (30) days in advance.

Termination of the Agreement by either Party shall be without prejudice to any other rights or remedies which either Party may have by virtue of any breach of the terms of this Agreement.

18 - Effects of the end of the Agreement

The termination or expiration of the Agreement, for any reason whatsoever, will result in:

- the ending of the relationship of the Parties and termination of any rights or licenses granted under or pursuant to this Agreement,
- the survival of the sections 14 "Limitation of Liability" 15 "Confidentiality" and the present article

19 - Assignment

PRUNA AI may assign this Agreement, either wholly or in part, without Your written consent to an Affiliate or a separate division within its organization, or in connection with a merger, acquisition, divestiture, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party.

20 - Intuitu personae

This Agreement shall be deemed to have been entered into in consideration of the person of the Parties and as such, the Parties shall not delegate or assign any of their rights under this Agreement, or entrust to a third party the performance of all or part of their obligations, without the prior written consent of the other Party.

As an exception to the foregoing, PRUNA AI reserves the right to use subcontractors to perform the services. In such an event, PRUNA AI shall notify You and undertake to ensure that its subcontractors comply with the same contractual obligations as those to which it is subject under this Agreement. PRUNA AI shall in any event remain solely responsible for the proper performance of the services.

The Parties expressly acknowledge and agree that, in the event that such subcontractors are required to process personal data, the provisions of the "Personal Data" article shall apply.

21 - Relationship between the Parties

It is expressly agreed that neither Party may rely on the provisions of the Agreement to claim, in any way, the status of agent, representative or employee of the other Party, nor undertake the other Party's obligations to third parties, beyond the services provided for herein.

No special legal structure is hereby formed between the Parties, each retaining its own autonomy, responsibilities and customer base.

22 - Independence of the Agreement, Severability and Amendments

The contractual documents represent the entirety of the undertakings between the Parties. It replaces and cancels any previous oral or written undertaking relating to the subject matter of the Agreement.

The invalidity or unenforceability of any of the provisions of the Agreement shall not invalidate the other provisions, which shall retain their force and scope. The Parties shall then come together to agree in

good faith on the necessary amendments so that each of them is in an economic situation comparable to that which would have resulted from the application of the invalidated clause.

Any modification or amendment to the Agreement shall be subject to a written and signed agreement between the Parties.

23 - Non-waiver

The failure or waiver by a Party to exercise or assert any right under the Agreement shall in no event be deemed a waiver of such right for the future, such waiver being effective only with respect to the event in question.

24 - Electronic Signature

It is understood between the Parties that the Agreement may be signed by any electronic means, the Parties recognizing the reliability of the process, thus giving it the same legal value as a handwritten signature within the meaning of the law.

25 - Applicable law and venue of the dispute

The Agreement is governed by and interpreted according to German laws, specifically those of the Free State of Bavaria. Any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the Agreement must be submitted to the exclusive jurisdiction of the Munich District Court (Landgericht München)

Appendix 1 - Enterprise support

1 - Definitions

As a reminder, terms with a capital letter in the Agreement and/or this Appendix have the following meaning:

Runtime Hours: means the cumulative duration during which a Pruna optimized deep learning model is actively loaded and accessible in the system's memory for use in performing its intended functions.

Your IT Infrastructure: means any and all of your technology environment such as but not limited to the servers used, rented, purchased or owned by You to use the Solution.

Content: Data, comments and information exchanged through the Solution by the Users.

Excluded matters: Services excluded from the scope of the License.

Included matters: Services included in the scope of the License.

PRUNA AI Enterprise Edition: Proprietary software with private and non-available source code. (hereinafter referred to as “**Enterprise Edition**”).

Statistics Report: PRUNA AI, using the license key, automatically generates precise statistics reports, including usage trackers (model names, hardware type, compression data check, loading date check...).

PRUNA AI warrants that these statistics reports are completely anonymized and will not contain any of your personal data.

Third-party Softwares : Softwares that the Solution depends on, including, but not limited to, this list Models, Data Sources, Database and Deployment infrastructure developed or maintained by other organizations not affiliated with PRUNA AI.

User(s): means any natural person who is an employee, trainee or temporary worker of Your or a You's partner who is authorized by You to use the Solution and who has an identifier for this purpose.

2 - The Solution

Scope

Provided that You have paid the applicable license Fees as set forth in the Order Form, PRUNA AI will provide You the support and maintenance services described in this Appendix during the Period indicated in the Order Form. The details of the Support, as described under the "Support" and "Included matters" articles, can be found below.

Support

During the applicable Period, PRUNA AI will use reasonable efforts to correct and provide a workaround for any reproducible programming error in the Solution with a level of effort commensurate with the severity of the error, as reasonably determined by PRUNA AI, so as to ensure that the Solution operates in substantial conformity with the documentation. Upon identification of any programming error, You will

promptly notify PRUNA AI of such error and will provide PRUNA AI with enough information to reproduce the error, including a listing of output and any other data that PRUNA AI may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered.

Maintenance, Updates & Upgrades

During the applicable Period, and subject to the terms of the Agreement, You will be entitled to receive all maintenance upgrades and updates to the Solution that are publicly released by PRUNA AI. The contents and timing of all upgrades and updates will be decided upon by PRUNA AI at its sole discretion. Updates and upgrades include new versions of the Solution designated by PRUNA AI.

In this regard, You expressly undertakes to install all available latest updates and new releases of the Solution, which are essential to the proper functioning of the Solution. PRUNA AI shall not be liable in any way whatsoever for any malfunction and/or loss of data of any kind caused by an incorrect version of the Solution.

Included matters

- Guidance & assistance around PRUNA AI
- Assistance with the installation process,
- Assistance with documentation-related questions,
- Assistance with issues during upgrades,
- Assistance identifying & troubleshooting problems,
- Assistance identifying & creation appropriate bug reports
- Access to a Customer Success Program

Excluded matters

The following matters are not covered under this Appendix:

- Resolution in any version of the Solution other than the most recent release, provided that PRUNA AI will continue to provide Support for superseded releases for a reasonable period;
- Troubleshooting, assistance or guidance on third-parties softwares, whether or not connected to PRUNA AI;
- Troubleshooting, assistance or guidance infrastructure deployment & provisioning, connected to PRUNA AI;
- Troubleshooting or assistance with Custom development and unsupported workarounds;

And more generally:

- Support for organizations without a valid Enterprise Edition subscription;
- Support for organizations for which fees have not been paid with 90-days following the Effective Date;
- Support in languages other than English;
- Support on-sites.

Professional Services

PRUNA AI may provide assistance on excluded matters as Professional Services and this would result in an additional fee and excluded from this Appendix.

PRUNA AI is not to be obliged to comply with the delivery of any Professional Services in any circumstances. PRUNA AI can provide

these services in best efforts as the result of ad-hoc situations. In any case, PRUNA AI should not be liable for failure to resolve an issue.

Service Level Agreement (SLA)

The Service Level Agreement strictly applies to Response Times as the maximum timeout for the first response depending on the severity level. Severity Levels are determined by PRUNA AI based on information reported by You.

- **Severity 1 (Critical):** A running compressed model is not performing, there is no workaround. It affects the company's ability to perform its business.
Response time: 4 hours
- **Severity 2 (High):** A running compressed model suddenly reports degraded performances/limited functions and/or a workaround is available. It partially affects the company's ability to perform its business.
Response time: 12 hours
- **Severity 3 (Medium):** A running compressed model reports minor errors. A workaround is available. It affects a small number of users but not the company's business.
Response time: 1 business day
- **Severity 4 (Low):** A running compressed model doesn't report any error. It affects users having questions around the product.
Response time: 3 business days.

Business day coverage is from Monday to Friday, 9am to 6pm CET time zone (UTC+1) on non-French and German holidays.

Support Team

The Support Team can be reached via tickets or directly by email at support@pruna.ai

Modifications

PRUNA AI reserves the right to modify this Appendix upon written notice to You, provided that such modifications will not materially degrade the support obligations set forth in this Appendix.