AssemblyAI

End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE USING THE SERVICES OFFERED BY ASSEMBLYAI INC. ("COMPANY"). BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) ACCESSING OR USING THE SERVICES (AS DEFINED BELOW), YOU ("CUSTOMER") AGREE TO BE BOUND BY THIS EULA TO THE EXCLUSION OF ALL OTHER TERMS. IF THE INDIVIDUAL ACCEPTING THIS EULA IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS EULA DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS EULA, SUCH INDIVIDUAL MUST NOT ACCEPT THIS EULA AND MAY NOT USE THE SERVICES.

1. **License Grant**. Subject to Customer's compliance with the terms and conditions of this EULA, Company grants Customer a non-exclusive, limited, personal, non-sublicensable, non-transferable right and license to access, install and use the products, platform, and services provided by Company and/or its licensors to Customer pursuant to this EULA (the "Services") during the term of this EULA, solely within Customer's cloud environment (the "Customer Environment") and solely for the internal business purposes of Customer, only as provided herein and only in accordance with the documentation relating to the Services made available to Customer by or on behalf of Company and/or its licensors (the "Documentation"). Customer acknowledges and agrees that it shall be solely responsible and liable for all aspects of the Customer Environment, including without limitation security, backup, and disaster recovery with respect thereto.

2. **Use Restrictions**. Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, sublicense, publish, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party or make the Services available to any third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use or access the Services to develop a product or service that is competitive with the Services, or engage in competitive analysis or benchmarking; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (viii) bypass any measures Company or its licensors may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (ix) use or otherwise exploit the Services or any information generated by the Services in response to inputs from Customer (such information, "Output") to develop, train, optimize or improve the functionality or performance of any speech-to-text, text-to-speech, speech-language-model, speech-to-speech model, or large language model that takes audio as inputs, or any similar model that is developed, owned or operated by Customer or a third party; (x) use the Services or any Output for automated decision-making or profiling purposes, as such or similar terms are defined under applicable law; or (xi) otherwise use the Services in violation of any applicable law, rule or regulation or outside the scope expressly permitted by this EULA. Customer is responsible for all of Customer's activity in connection with the Services, including but not limited to uploading Customer Data (as defined below) onto the Services. Customer shall not (A) use the Services in a manner that violates any third party's privacy, intellectual property, contractual or other proprietary rights, and (B) use the Services, including processing of Customer Data or use of the Outputs, in any way that is prohibited under any applicable law, or that could cause the Services or any system with which the Services are integrated, connected, or communicate, to be classified as a "high risk" artificial intelligence system under applicable law, including without limitation for the purposes of Article 6(1) or Annex III (as amended or supplemented from time to time) of the EU AI Act (EU) 2024/1689.

3. **Updates**. From time to time, Company may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this EULA; provided that, Company shall have no obligation under this EULA or otherwise to provide any such Updates. Customer understands that Company may make improvements and modifications to the Services at any time in its sole discretion.

4. **Reservation of Rights; Feedback**. Subject to the limited rights expressly granted hereunder, Company and its licensors reserve all of their right, title and interest in and to the Services. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer grants to Company a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the operation of the Services.

5. **Customer Data**. Customer shall retain all right, title and interest in and to any information, data, and other content, in any form or medium, that is submitted, posted,

transmitted, or otherwise made available by or on behalf of Customer through the Services (collectively, "Customer Data"), including all intellectual property rights therein. Customer, not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. The Services do not require any Customer Data to be transmitted or accessed outside of the Customer Environment, and Company does not require access to or use of any Customer Data in connection herewith.

6. **Output**. Customer acknowledges that Output may contain errors and misstatements and may be incomplete or inaccurate. Due to the nature of artificial intelligence, it is possible that Output generated through Customer's use of any artificial intelligence-powered components of the Services may be similar to Output generated through another customer's use of the Services, or that the same input may result in different Output from one use to the next. Before leveraging any Output, Customer is responsible for making its own determination that the Output is suitable, and Customer is solely responsible for any reliance on the accuracy, completeness, or usefulness of any Output. Customer may not: (a) use any automated or programmatic method to extract data or Output or to circumvent limits on Output, including scraping, web harvesting, or web data extraction; or (b) represent that any Output is human-generated.

7. **Usage Data**. Company and its licensors will have the right to collect backend data concerning the provision, performance, availability, usage, integrity, or security of the Services and any other related information, including without limitation, data used to identify the source and destination of any events or activity conducted using the Services ("Usage Data"). For the avoidance of doubt, Usage Data shall not be deemed to be Customer Data or Output. Company and its licensors shall own all right, title and interest in and to Usage Data, and may use, modify, disclose, and otherwise exploit such Usage Data for any of its business purposes.

8. **Warranties**. Each party represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this EULA, to perform its obligations and to grant the rights hereunder; (c) this EULA is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this EULA does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound. Company warrants that the Services will operate materially in accordance with the Documentation during the term of this EULA. In the event that the Services fail to satisfy this warranty, Company will, at its own expense, as Customer's sole and exclusive remedy, repair the Services so that they materially conform to the Documentation. Customer represents and warrants that it (a) has all rights and/or consents necessary to provide the Customer Data to the Services as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy), and (b) will use the Services only in compliance with this EULA and all applicable laws, rules and regulations.

9. **Disclaimers**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE SERVICES AND ANY OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER COMPANY NOR ITS LICENSORS MAKES ANY WARRANTY OF ANY KIND THAT THE SERVICES, ANY OUTPUT, OR ANY OTHER RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. **Limitation of Liability**. IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS EULA FOR ANY (A) LOST PROFITS, DATA LOSS, BREACH OF DATA OR SYSTEM SECURITY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (B) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING); OR SUBSTITUTE GOODS OR SERVICES; (C) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), IN EACH CASE REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE; OR (D) DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS EULA THAT EXCEED (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

11. **Indemnification**. Company shall defend, hold harmless and indemnify Customer from and against any

and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any claim, suit, action, or proceeding brought by an unaffiliated third party ("Claim") against Customer alleging that the use of the Services as permitted hereunder infringes or misappropriates a United States patent, copyright, or trade secret. If the use of the Services by Customer has become, or in Company's sole opinion is likely to become, the subject of any claim of infringement, Customer agrees to permit Company, at Company's sole discretion: to (a) procure for Customer the right to continue using the Services as set forth hereunder; or (b) replace or modify the Services to make them non-infringing (with comparable functionality). If Company determines that neither option is reasonably commercially practicable, Company may terminate this EULA, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer. This section will not apply, and Company will have no liability or obligation with respect to, any Claim which is based in whole or significant part on (i) compliance with designs, guidelines, plans, or specifications provided by Customer; (ii) use of the Services by Customer in a manner that does not comply with this EULA; (iii) modification of the Services by or on behalf of Customer; (iv) Customer Data; or (v) the combination, operation, or use of the Services with other products or services (collectively, "Excluded Claims"). THIS SECTION STATES COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS OF ANY NATURE RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY. Customer shall defend, hold harmless and indemnify Company from and against any Losses resulting from any Claim that is an Excluded Claim. Any claim for indemnification hereunder requires that the indemnified party provide to the indemnifying party: (a) prompt written notice of any Claim (provided that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations if such party is materially prejudiced by such failure); (b) the option to assume sole control over the defense and settlement of any Claim (provided that the indemnified party may participate in such defense and settlement at its own expense); and (c) reasonable information and assistance in connection with such defense and settlement (at the indemnifying party's expense). The indemnifying party may not settle a Claim that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld).

12. **Confidentiality**. Customer acknowledges that Company may disclose or make available to Customer nonpublic information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information ("Proprietary Information"). During and after the term of this EULA, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this EULA) or disclose, except to Customer's employees who have a need to know the Proprietary Information for Customer to exercise its rights or perform its obligations hereunder, Proprietary Information, unless such Proprietary Information becomes part of the public domain without breach of this EULA by Customer, its officers, directors, employees or agents.

13. **Termination**. Company may terminate (or suspend access to) Customer's use of the Services at any time and for any reason in Company's discretion. Upon termination of this EULA for any reason, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) Customer shall cease using, destroy and remove from all computers, hard drives, networks, the Customer Environment, and other storage media all copies of the Services; and (b) the provisions of Sections 2, 4, 6, 7, 9, 10, 11, 12, 13, 15, 16, and 17 shall survive any such termination.

14. **Acceptable Use; Data Protection; BAA**. Customer's use and access of the Services shall comply with the Acceptable Use Policy ("AUP") available at https://www.assemblyai.com/legal/acceptable-use-policy, which is incorporated herein by reference. The Data Protection Agreement ("DPA") available at www.assemblyai.com/legal/data-processing-addendum is, to the extent applicable, incorporated herein by reference. The Business Associate Addendum and Qualified Service Organization Agreement ("BAA") available at www.assemblyai.com/legal/business-associate-agreement shall be deemed effective and incorporated into this EULA only upon mutual execution pursuant to Section 9 of the BAA.

15. **Third Party Integrations**. Customer acknowledges and agrees that (a) the Services may operate on, with or using third-party products provided with, integrated with, or incorporated into the Services ("Third Party Integrations"), (b) the availability and operation of the Services or certain portions thereof may be dependent on Company's ability to access such Third Party Integrations, and (c) where applicable, Customer's failure to provide adequate access to, or any retraction of permissions relating to, such Third Party Integrations may result in a suspension or interruption of the Services. Such Third Party Integrations may be subject to their own terms and conditions by and between Customer and the applicable third-party provider. Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Integrations that it integrates with, or instructs or enables Company to integrate with, the Services in full compliance with any applicable third-party provider terms and conditions, and Customer shall indemnify, defend and hold harmless Company for all claims, damages and liabilities arising out of Customer's use of any such Third Party Integrations in connection with or through the Services. Company cannot and does not

guarantee that the Services shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider, and in no event shall Company be liable or responsible for any such exchange or interaction.

16. **Biometric Addendum**. To the extent Customer opts in to the speaker diarization feature and/or any other feature of the Services that involves the processing of biometric data (as defined in the Biometric Data Addendum available at www.assemblyai.com/legal/biometric-data-addendum (the "Biometric Addendum")) (each a "Biometric Feature"), Customer acknowledges that its use and operation of such feature(s) is subject to the Biometric Addendum, which is incorporated herein by reference to the extent applicable, and agrees to comply with all of its terms.

17. **General**. This EULA represents the entire agreement between Company and Customer with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Company and Customer with respect thereto. This EULA shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York, New York. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All notices under this EULA shall be in writing and shall be deemed to have been duly given when receipt is electronically confirmed, if transmitted by e-mail. All notices to Company must be directed to legal@assemblyai.com. Company reserves the right to modify or update this EULA, in whole or in part, at any time in its sole discretion. Customer's continued use of the Services following such change will constitute Customer's acceptance of such changes. This EULA may not otherwise be amended or modified, except by a written agreement executed by both parties. Customer may not assign or transfer any rights or obligations under this EULA without the prior written consent of Company; provided, however, that Customer may assign this EULA without Company's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Customer's assets. Company may freely assign or transfer its rights and obligations under this EULA. This EULA will be binding on the parties and their respective successors and permitted assigns. No agency, partnership, joint venture, or employment relationship is created as a result of this EULA and neither party has any authority of any kind to bind the other in any respect. The parties acknowledge and agree that due to the unique nature of the Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or threat thereof, each party shall be entitled to seek injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law. In any action or proceeding to enforce rights under this EULA, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this EULA by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches. The Services may utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services 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. Customer shall comply with all applicable 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 Services or the underlying software or technology available outside the US.