

TERMS OF SERVICES FOR USING AITHON PRODUCTS

Last update: MAY 14, 2025

TERMS OF SERVICES

These Terms of Services together with the applicable subscription terms (collectively, the "**Agreement**") are a binding contract between you or the entity you represent ("**Customer**," "**you**," or "**your**") and Aithon Tech, Inc. ("**Aithon**," "**we**," or "**us**"). This Agreement governs your access to and use of Aithon Products. Aithon Products provided under this Agreement are for business or commercial, and not personal or consumer, use. Any additional or conflicting terms presented by the Customer, including in Order Form or online registrations or other documents, are hereby expressly rejected unless expressly agreed to in writing by Aithon. In the event of any conflict or inconsistency between this Agreement and an Order Form or online registration, this Agreement shall control.

THIS AGREEMENT TAKES EFFECT AT THE EARLIEST OF WHEN YOU CLICK THE "I ACCEPT" BUTTON BELOW OR EXECUTE AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR ACCESS OR USE THE SERVICES (THE "EFFECTIVE DATE"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, OR EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR ACCESSING OR USING AITHON PRODUCTS, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY; AND (C) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "I DECLINE" BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE AITHON PRODUCTS.

1. AITHON PRODUCTS

1.1. **Access to Products.** Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Aithon hereby grants you a non-exclusive, non-transferable right to access and use Aithon Products, during the Term, solely for its internal business purposes and, and only in accordance with the terms and conditions of this Agreement and any end user technical documentation, if any, provided or made available by Aithon for such Aithon Products ("**Documentation**"). **Aithon Products** means the services provided by Aithon under this Agreement that are detailed on Aithon's website available at <https://www.aithon.ai/> /reflected in the Order Form.

1.2. **Permitted Users.** Customer may permit its employees, agents, independent contractors and consultants to use Aithon Products on its behalf ("**Permitted Users**"), provided Customer remains responsible for the acts and omissions of each such Permitted User. Use of Aithon Products by Customer in the aggregate must be within the restrictions set forth in the applicable Order Form or online registration (if any).

1.3. Your User Account.

1.3.1. Creating an Account. To access and use any of Aithon Products, you must set up an user account by providing certain information (e.g., your email address, password, billing information, country). All information you provide must be complete, accurate, true to the fact and kept up to date. All user accounts are non-transferable.

1.3.2. Confidentiality of and Access to the Account. You agree to accept responsibility and are solely responsible for any and all usage and activities that occur under your account or password, including, but not limited to, use of the account by any other person, whether or not authorized by you. You are responsible for maintaining the confidentiality of your account and its password, and for restricting access to your account by any other party. To protect your account, keep your password confidential. Do not reuse your account password with other services. You agree to immediately notify us of any unauthorized use of your account or password.

1.4. **Use by Affiliates.** Each of Customer's Affiliates (defined below) identified on an Order Form or online registration will be entitled to access and use the applicable Aithon Products in accordance with this Agreement and the applicable Order Form or online registration, provided that Customer shall remain responsible to Aithon for the actions and omissions of each such Affiliate (and each of such Affiliate's Permitted Users). The terms of this Agreement will govern, and will be incorporated by reference in, each such Order Form or online registration as if this Agreement were separately executed by the applicable Customer Affiliate, and the term "Customer", "you," or "your" as used in this Agreement will be deemed as applying to such Customer Affiliate for the purposes of such Order Form or online registration. "**Affiliate**" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.5. **Usage Restrictions.** Customer shall not, and shall not allow any third party (including any Permitted User or Affiliate) to: (a) sell, rent, lease or use any Aithon Product for time sharing purposes; (b) use any Aithon Product to help develop, or help provide to any third party, any product or service similar to or competitive with any Aithon Product; (c) copy, modify or create derivative works from any Aithon Product or any Documentation; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any Aithon Product; (e) remove or obscure any copyright or proprietary or other notice contained in any Aithon Product or Documentation; (f) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (g) access or use any Aithon Products in a manner intended to circumvent or exceed service account limitations or requirements; (h) use any Aithon Products in a manner that violates any applicable law, regulation, or legal requirement or obligation; (i) use any Aithon Products in violation of any third-party rights of privacy or intellectual property rights; (j) post, upload, transmit or provide any Customer Data that Aithon reasonably deems to be unlawful, harmful, abusive or otherwise objectionable; or (l) use Aithon Products except as expressly permitted by this Agreement.

1.6. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Aithon may monitor Customer's use of Aithon Products and collect and compile data and information related to Customer's use of Aithon Products to be used by Aithon in an aggregated and anonymized manner, including to compile statistical and performance

information related to the provision and operation of Aithon Products ("Aggregated Statistics"). As between Aithon and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Aithon. You agree that Aithon may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

2. SUBSCRIPTION TERM, FEES AND PAYMENT

2.1. Subscription Term and Renewals.

2.1.1. Unless otherwise terminated as set forth below, each Order Form or online registration will have a term as set forth therein ("**Initial Term**"). Thereafter, each Order Form or online registration will automatically renew for successive renewal terms of equal length to the Initial Term (each, a "**Renewal Term**," and together with the Initial Term, the "**Subscription Term**"), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Subscription Term. If no term is stated on an Order Form or online registration, the Initial Term for such Order Form or online registration is one (1) year.

2.1.2. In case of a monthly subscription, the Agreement shall commence on the Effective Date and shall be renewed on a monthly basis, unless a longer term has been contractually agreed on; thereafter, this Agreement shall be extended on a monthly basis, unless either party notifies the other party prior to the expiration of the then-current term that it does not wish to renew this Agreement.

2.2. Fees and Payment.

2.2.1 Customer shall pay Aithon the fees as described in the applicable subscription terms ("**Fees**") by 1st of each month in advance in US dollars without offset or deduction. If Customer fails to make any payment when due and the failure continues for 15 days, without limiting Aithon's other rights and remedies, Aithon may suspend Customer's and all other Permitted Users' access to any portion or all of Aithon Products until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer 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 Customer hereunder, other than any taxes imposed on Aithon's income.

3. TERM AND TERMINATION

3.1. **Term.** This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below.

3.2. **Termination.** In case of a monthly subscription, Customer may terminate this Agreement for any reason with at least thirty (30) days' prior written notice to Aithon. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60)

days thereafter). For clarity, termination of this Agreement will automatically terminate all Order Form or online registrations.

3.3. Effect of Termination. Upon the expiration or termination of this Agreement, (a) Customer shall immediately cease any and all use of and access to Aithon Products (including any and all related Aithon IP) and (b) each party will return to the other party (or destroy) such other party's Confidential Information. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before that expiration or termination, or entitle Customer to any refund. Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

3.4. Customer Data. At any time before or within thirty (30) days after termination or expiration of this Agreement, Customer may download Customer Data from Aithon Products in accordance with the instruction provided by Aithon. Customer acknowledges that if Customer or a Permitted User deletes Customer Data from Aithon Products, such Customer Data may still reside in Aithon's systems, applications, databases and servers (including, without limitation, as backups and/or archives). Customer acknowledges that the foregoing actions during any Subscription Term may have an adverse impact on Customer's use of Aithon Products (and Aithon is not liable with respect thereto).

4. CUSTOMER OBLIGATIONS; CUSTOMER DATA

4.1. Generally. "Customer Data" means information, data, and other content, in any form or medium, that is downloaded, or otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from a Permitted User on Customer's behalf) by or through Aithon Products, or provided by Customer to Aithon to input into Aithon Products. Customer represents and warrants to Aithon that Customer's use of Aithon Products and all Customer Data is and will be at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data (including Personal Data (as defined in Section 12)). Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Aithon that Customer has sufficient rights in the Customer Data to grant the rights granted to Aithon in Section 4.2 below and that the Customer Data does not infringe or otherwise violate the rights of any third party.

4.2. Rights in Customer Data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Customer hereby grants to Aithon a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the Customer Data in order to: (a) provide Aithon Products to Customer; and (b) perform such other actions as authorized or instructed by Customer in writing.

4.3. De-identified Data. Aithon may create and use de-identified data related to Customer's use of Aithon Products in order to improve Aithon's products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by Aithon).

4.4. Third-Party Products. Aithon Products may permit access to any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through Aithon Products (“**Third-Party Products**”). For purposes of this Agreement, these Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance by website link or otherwise. Aithon Products may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms as made available through the Documentation, or otherwise, as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any Third-Party Products, then you should not install, access, or use these Third-Party Products or any Aithon Products that include or incorporate these Third-Party Products.

4A. AI TECHNOLOGY

4A.1 Use of AI Technology: Use of Aithon Products may include the use of artificial intelligence ("AI") technology to enhance user experience, provide recommendations, and improve service delivery. By using Aithon Products, you acknowledge and agree to the use of AI technology as described herein.

4A.2 Data Collection and Processing: The AI technology may collect and process data to provide personalized content and recommendations. All data collection and processing will be conducted in accordance with our Privacy Policy.

4A.3 Limitations of AI: While AI technology is designed to provide accurate and efficient services, it may not always be error-free or suitable for all purposes. Customers are advised to use their discretion and seek professional advice where necessary.

4A.4 User Responsibility: Customer is responsible for any decisions made based on the AI-generated content or recommendations. We do not guarantee the accuracy, completeness, or usefulness of any AI-generated content.

4A.5 Modification and Updates: We reserve the right to modify or update the AI technology and its functionalities at any time without prior notice. Continued use of our services following any such changes constitutes acceptance of those changes.

4A.6 Liability: To the fullest extent permitted by law, we disclaim any liability for any direct, indirect, incidental, or consequential damages arising from the use of AI technology in our services.

5. INTELLECTUAL PROPERTY OWNERSHIP

5.1. Ownership. Customer acknowledges that as between Customer and Aithon, Aithon owns all right, title, and interest, including all intellectual property rights, in and to Aithon IP and, for Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. Customer is obtaining only a limited right to access and use Aithon Products set forth on the applicable Order Form or online registration. “**Aithon IP**” means Aithon Products, the Documentation, if any, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Aithon IP includes Aggregated Statistics and any information, data, or other content derived from Aithon's monitoring of Customer's access to or use of Aithon Products, but does not include

Customer Data. Aithon IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of Aithon Products.

5.2. **Feedback.** In the event Customer provides Aithon with any suggestions, ideas, improvements or other feedback with respect to any aspect of Aithon Products ("**Feedback**"), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Permitted Users to assign to us, all right, title, and interest in, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we have no obligation to acknowledge receipt of or use any Feedback.

6. LIMITED WARRANTY; DISCLAIMER

6.1. **Limited Warranty.** Aithon warrants that it will provide Aithon Products in substantial conformity with the applicable Documentation, if any, and the descriptions in the Order Form or online registration. Aithon's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Aithon's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Aithon determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy and Aithon's entire liability, a refund of any fees Customer has pre-paid for use of Aithon Products or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to Aithon Products provided on a no-charge or evaluation basis.

6.2. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, AITHON PRODUCTS AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AITHON AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR ANY LOSS OF CUSTOMER DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE UNAUTHORISED ACCESS TO, USE OF, OR ALTERATION OF CUSTOMER DATA. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO AITHON DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

8. INDEMNIFICATION

8.1. Indemnification by Aithon. Aithon shall indemnify, defend, and hold harmless Customer from and against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the infringement of a U.S. patent, copyright, trademark, or other intellectual property right asserted against Customer by a third party based upon Customer's use of Aithon Products in accordance with the terms of this Agreement, provided that Aithon shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Aithon to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Aithon Product is, or in Aithon's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Aithon may, in its sole and reasonable discretion: (x) substitute substantially functionally similar products or services; (y) procure for Customer the right to continue using Aithon Products; or if (x) and (y) are commercially impracticable, (z) terminate the Agreement and refund to Customer any unused, prepaid fees paid by Customer for the terminated period. The foregoing indemnification obligation of Aithon shall not apply to the extent that the alleged infringement arises from: (1) any modification of Aithon Products other than by or on behalf of Aithon; (2) access to or use of any Aithon Product in combination with any hardware, system, software, network, or other products, materials or services not provided by or on behalf of Aithon (3) use of Aithon Products in breach of this Agreement; or (4) Customer Data. THIS SECTION 8.1 SETS FORTH AITHON'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Aithon from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) Customer's violation of any laws, regulations, or rights relating to Customer Data (including, without limitation, privacy laws, regulations, or rights), or Customer's breach of Section 4.1, (b) any action taken (or not taken) by Customer based upon use of a Aithon Product, or (c) any dispute between Customer and any other user of Aithon Products. This indemnification obligation is subject to Customer receiving: (x) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (y) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (z) all reasonable necessary cooperation of Aithon at Customer's expense.

9. CONFIDENTIAL INFORMATION

9.1. Definition. "Confidential Information" means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential or proprietary. All Aithon Technology, performance information relating to Aithon Products, and the terms and conditions of this Agreement (including the fees and pricing information) shall be deemed Confidential Information of Aithon without any marking or further designation. Confidential Information does not include Customer Data, nor does it include information that the recipient already lawfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient without any

reference to or use of Confidential Information, or that was rightfully obtained by the recipient from a third party.

9.2. Obligations. The recipient agrees not to disclose Confidential Information except to its Affiliates, employees, contractors and agents who need to know it and have agreed in writing to keep it confidential. Only those parties may use the Confidential Information, and only to exercise the recipient's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser and cooperating to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

10. PRIVACY POLICY

Aithon complies with its privacy policy, available at https://cdn.prod.website-files.com/681854013bb731fec2530742/6824bf5cb6e804a036d3c2b8_Aithon_Privacy%20Policy_2025_V1.0.pdf ("Privacy Policy"), in providing Aithon Products. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through Aithon Products, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy

11. PUBLICITY

Except as otherwise agreed in writing, neither party may use the other party's name, logos or marks without such party's written pre-approval in each case; provided that Aithon may use Customer's name and logo on Aithon's web site and in Aithon promotional materials to identify Customer as a Aithon customer.

12. DATA PROCESSING

To the extent that Aithon processes any data which is defined as "personal data," "personal information," or "sensitive data" in the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") or the California Consumer Privacy Act of 2018, as amended ("**CCPA**") ("**Personal Data**"), Aithon shall do so as described within its Privacy Policy at https://cdn.prod.website-files.com/681854013bb731fec2530742/6824bf5cb6e804a036d3c2b8_Aithon_Privacy%20Policy_2025_V1.0.pdf. If the Personal Data that Aithon processes relates to individuals who are data subjects entitled to the rights granted under GDPR, Customer acknowledges that Aithon does so as a processor as defined in GDPR. If the Personal Data that Aithon processes relates to individuals who are California residents, and Customer is subject to CCPA, Customer acknowledges that Aithon does so as a service provider as defined in CCPA. To comply with the requirements of the applicable data protection laws, including but not limited to GDPR and CCPA, with respect to the processing of Personal Data, the parties agree to enter into an appropriate data processing addendum ("**DPA**") and to adhere to the provisions of such DPA. In the event of any conflict between this Agreement and a DPA, the DPA shall govern.

13. GENERAL TERMS

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon

the advance written consent of the other party, except that either party may assign this Agreement without such consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

13.3. Subcontractors. Aithon may use the services of subcontractors for performance of services under this Agreement, provided that Aithon remains responsible for such subcontractors' compliance with the terms of this Agreement.

13.4. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.5. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.6. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Except as otherwise set out herein, any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Dover and County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.7. Notice. Any notices to us must be sent to [legal@aithon.ai] or our corporate headquarters address at 800 North State Street, Suite 304, City of Dover, County of Kent, 19901, and must be delivered either in person, by email, certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to Aithon Products. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

13.8. Modifications to this Agreement. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through notifications or posts on website. You are responsible for reviewing and becoming familiar with any

modifications. Your continued use of Aithon Products after the effective date of the modifications will be deemed acceptance of the modified terms.

13.9. No Third Party Rights. There are no third party beneficiaries to this Agreement.

13.10. Export Compliance. Aithon Products utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release Aithon Products or the software or technology included in Aithon Products to, or make Aithon Products or the software or technology included in Aithon Products accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You 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 Aithon Products or the software or technology included in Aithon Products available outside the US.

13.11. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of this Agreement. Any pre-printed terms in a Customer purchase order or similar document are null and void.