

WYRA AI INC.

End User License Agreement (EULA)

Effective Date: March, 24, 2026 | Version: 1.0 | Governing Law: State of Delaware, USA

This End User License Agreement ("Agreement") is a legally binding contract between you, the subscriber ("Customer," "you," or "your"), and Wyra AI Inc., a Delaware corporation ("Wyra," "we," "us," or "our"), governing your access to and use of the Wyra platform and all associated services (collectively, the "Platform"). By accessing or using the Platform, including through AWS Marketplace, you agree to be bound by the terms of this Agreement. If you do not agree, do not access or use the Platform.

1. Definitions

Key terms used throughout this Agreement.

- "Platform" means the Wyra AI GTM Intelligence Layer, including all software, agents, APIs, interfaces, databases, and services provided by Wyra AI Inc.
- "Customer Data" means all prospect data, contact information, conversation histories, campaign outputs, and any other data uploaded to, generated by, or stored within the Platform on behalf of the Customer.
- "Subscription Term" means the committed period (6-month minimum or 12-month minimum) selected by the Customer at time of purchase.
- "Authorized User" means any employee, contractor, or agent of the Customer who is authorized to access the Platform under the Customer's account.
- "Wyra Content" means all AI-generated outreach ideas, offering frameworks, enrichment outputs, and intelligence produced by the Platform.

2. License Grant

Subject to the terms of this Agreement and payment of applicable fees, Wyra grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform during the Subscription Term solely for the Customer's internal business purposes.

2.1 Restrictions

Customer shall not:

- Resell, sublicense, or otherwise make the Platform available to third parties outside of Customer's organization;
- Reverse engineer, decompile, or attempt to extract the source code of the Platform or any underlying models;
- Use the Platform to build a competing product or service;
- Remove or obscure any proprietary notices on the Platform;
- Use the Platform in violation of any applicable law or regulation.

3. Subscription Term & Billing

3.1 Commitment Terms

All subscriptions require a minimum commitment period of either six (6) months or twelve (12) months, as selected at time of purchase. Customers may choose one of two payment structures:

- **Monthly Billing** — Subscription fees are billed on a monthly basis within the committed term. Monthly billing does not constitute a month-to-month arrangement — the full commitment term applies regardless of monthly billing cadence.
- **Upfront Payment** — Customer may elect to pay the full Subscription Term value in a single upfront payment prior to activation. Customers selecting upfront payment are eligible for a discounted rate as communicated at time of purchase. Upfront payments are non-refundable except as provided in Section 4.

3.2 Auto-Renewal

Subscriptions will automatically renew for an equivalent Subscription Term at the then-current pricing unless the Customer disables auto-renewal in the Platform settings no later than thirty (30) days prior to the end of the then-current Subscription Term. Wyra will send a renewal reminder no less than forty-five (45) days before the renewal date.

3.3 AWS Marketplace Billing

For Customers subscribing through AWS Marketplace, billing is processed by Amazon Web Services in accordance with AWS Marketplace terms. Wyra's pricing is subject to applicable AWS transaction fees. Customers are responsible for all fees incurred under their AWS Marketplace account.

3.4 Price Changes

Wyra reserves the right to adjust pricing at renewal. Customer will be notified of any price changes no less than sixty (60) days prior to the renewal date.

4. Refund & Cancellation Policy

4.1 Cancellation

Customer may cancel their subscription at any time through the Platform settings or by contacting support@wyra.ai. Cancellation takes effect at the end of the current Subscription Term. Early cancellation does not entitle the Customer to a refund of fees already paid or relief from fees owed for the remainder of the committed term.

4.2 Refunds

All fees paid are non-refundable except in the following circumstances:

- Wyra materially fails to deliver the Platform as described and fails to cure such failure within thirty (30) days of written notice from Customer;
- Customer cancels within seven (7) days of initial activation and has not used the Platform to execute any outreach campaigns.

Refund requests must be submitted in writing to billing@wyr.ai. Approved refunds will be processed within fifteen (15) business days.

4.3 Private Offer Terms

Enterprise subscriptions executed under a private offer (via AWS Marketplace or direct contract) are governed by the specific terms of that private offer, which supersede the general refund and cancellation terms above where applicable.

5. Data Ownership & Handling

5.1 Customer Data Ownership

All Customer Data remains the sole property of the Customer. Wyra does not claim any ownership rights over Customer Data. Customer grants Wyra a limited, non-exclusive license to process, store, and use Customer Data solely to provide the Platform services during the Subscription Term.

5.2 Data Storage & Processing

Wyra stores and processes three categories of data on behalf of the Customer:

- Customer-Uploaded Data — Prospect lists, LinkedIn URLs, and company domains uploaded by the Customer to the Platform. This data and all enrichment outputs derived from it are the Customer's property.
- Conversation & Campaign Data — Outreach conversations, campaign outputs, interaction histories, and engagement records generated through the Customer's use of the Platform. This data is the Customer's property.
- Wyra Proprietary Database — Contact records, firmographic data, and intelligence sourced from Wyra's own database (700M+ contacts) used to enrich Customer prospect lists. This data remains the exclusive property of Wyra AI Inc. and is licensed to the Customer solely for use within the Platform during the Subscription Term.

Wyra implements industry-standard security controls including encryption at rest and in transit to protect all Customer Data stored on its infrastructure.

5.3 Data Deletion

Customer may request complete deletion of all Customer Data associated with their account at any time by submitting a written request to privacy@wyr.ai. This includes all prospect data, conversation histories, enrichment outputs, and campaign records stored on Wyra systems. Wyra will confirm deletion within thirty (30) days of receiving a verified request. Deletion is irreversible — Customer is responsible for exporting any data required for their own records prior to submitting a deletion request.

5.4 Data Retention Post-Termination

Upon expiration or termination of the Subscription Term, Wyra will retain Customer Data for a period of sixty (60) days to allow Customer to export their data. After sixty (60) days, all Customer Data will be permanently deleted from Wyra systems unless a longer retention period is required by applicable law.

5.5 Wyra's Use of Aggregated Data

Wyra may use anonymized, aggregated, and de-identified data derived from Customer's use of the Platform to improve Platform performance, train models, and generate industry benchmarks. Such data will not identify Customer or any individual prospect and will not be shared with third parties in identifiable form.

6. Acceptable Use Policy

Customer agrees to use the Platform only for lawful business purposes in compliance with all applicable laws and regulations, including but not limited to CAN-SPAM, GDPR, CCPA, and any applicable telemarketing and data protection laws. The following uses are expressly prohibited:

- Sending unsolicited bulk communications (spam) or any outreach that violates applicable anti-spam laws;
- Using the Platform for unlawful outreach, harassment, or contact of individuals who have opted out of communications;
- Generating, distributing, or soliciting content that is obscene, pornographic, or sexually explicit;
- Using the Platform to engage in fraud, phishing, impersonation, or any deceptive commercial practice;
- Uploading or processing data obtained through unlawful means or in violation of any third party's privacy rights;
- Using the Platform in any manner that violates LinkedIn's Terms of Service, any OEM partner program agreements, or AWS Acceptable Use Policy;
- Attempting to circumvent Platform security controls, rate limits, or access restrictions;
- Using the Platform to target minors or collect data relating to individuals under the age of 18.

Wyra reserves the right to suspend or terminate access immediately and without notice for any violation of this Acceptable Use Policy. Wyra is not liable for any consequences arising from Customer's misuse of the Platform.

7. LinkedIn Integration & Third-Party Platform Risk

7.1 Customer Acknowledgment

The Platform offers optional integration with LinkedIn through the Customer's own LinkedIn account credentials. By connecting a LinkedIn account to the Platform, Customer acknowledges and agrees to the following:

- **LinkedIn Account Risk** — LinkedIn actively monitors for automated activity on its platform. Despite Wyra's safety controls, LinkedIn may, at its sole discretion, restrict, suspend, or permanently ban any account it identifies as engaging in automated or policy-violating behavior. Wyra has no control over LinkedIn's enforcement decisions.
- **Customer Responsibility** — Customer is solely responsible for ensuring their use of the LinkedIn integration complies with LinkedIn's User Agreement, Professional Community Policies, and any other applicable LinkedIn terms. Wyra is not a party to the agreement between Customer and LinkedIn.
- **No Liability for Account Actions** — Wyra expressly disclaims all liability for any restriction, suspension, or termination of Customer's LinkedIn account arising from use of the Platform's LinkedIn integration, including but not limited to loss of connections, messages, data, or business opportunities resulting from such account actions.
- **No Refunds for LinkedIn Restrictions** — Any LinkedIn account restriction or ban does not constitute a basis for refund, fee waiver, or early termination of the Subscription Term.

7.2 Wyra Safety Controls

Wyra implements technical safeguards designed to simulate human-like activity patterns and operate within LinkedIn's published rate guidelines. These include but are not limited to: connection request throttling, message send rate limits, randomized activity timing, and session behavior controls. These measures materially reduce the risk of LinkedIn detection, but do not eliminate it. Wyra makes no warranty or guarantee that use of the LinkedIn integration will not result in account-level action by LinkedIn.

7.3 Third-Party Platform Changes

LinkedIn and other third-party platforms integrated with the Platform may change their terms, APIs, or detection mechanisms at any time without notice. Wyra is not liable for any disruption to the Platform's functionality caused by third-party platform changes, and such disruptions do not constitute a breach of this Agreement.

8. Intellectual Property

8.1 Wyra IP

The Platform, including all underlying technology, models, agents, algorithms, interfaces, and Wyra Content, is and remains the exclusive intellectual property of Wyra AI Inc. No rights are granted to Customer beyond the limited license expressly stated in Section 2.

8.2 Feedback

If Customer provides feedback, suggestions, or recommendations regarding the Platform, Wyra may freely use such feedback to improve the Platform without any obligation or compensation to Customer.

8.3 Wyra Content

AI-generated outreach ideas, offering frameworks, enrichment outputs, and other Wyra Content produced through use of the Platform may be used by Customer for their internal sales and marketing purposes. Customer acknowledges that similar content may be generated for other customers and that Wyra retains all rights to the underlying generation methodology.

9. Confidentiality

Each party agrees to maintain the confidentiality of the other party's non-public information disclosed in connection with this Agreement ("Confidential Information"). Each party shall use Confidential Information only to fulfill its obligations under this Agreement and shall not disclose it to third parties without the disclosing party's prior written consent, except as required by law. This obligation survives termination of the Agreement for a period of three (3) years.

10. Warranties & Disclaimers

10.1 Wyra Warranties

Wyra warrants that: (a) it has the authority to enter into this Agreement; (b) the Platform will perform materially in accordance with its documentation under normal use; and (c) Wyra will implement reasonable security measures to protect Customer Data.

10.2 Disclaimer

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY STATED HEREIN, WYRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WYRA DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY SPECIFIC BUSINESS OUTCOMES WILL BE ACHIEVED THROUGH USE OF THE PLATFORM. OUTREACH RESULTS, PIPELINE GENERATION, AND LEAD QUALITY ARE DEPENDENT ON FACTORS OUTSIDE WYRA'S CONTROL.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

11.1 Exclusion of Consequential Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Liability Cap

WYRA'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO WYRA IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability. In such jurisdictions, Wyra's liability is limited to the greatest extent permitted by applicable law.

12. Indemnification

Customer shall indemnify, defend, and hold harmless Wyra AI Inc. and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer's use of the Platform in violation of this Agreement; (b) Customer's violation of any applicable law; (c) Customer Data infringing any third-party intellectual property or privacy rights; or (d) Customer's violation of the Acceptable Use Policy.

13. Term & Termination

13.1 Term

This Agreement commences on the date Customer first accesses the Platform and continues for the duration of the Subscription Term and any renewals thereof.

13.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice; or (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

13.3 Termination for Acceptable Use Violations

Wyra may suspend or terminate Customer's access immediately and without notice for any violation of Section 6 (Acceptable Use Policy) or any use of the Platform that Wyra reasonably believes poses a legal, security, or reputational risk.

13.4 Effect of Termination

Upon termination: (a) all licenses granted hereunder immediately cease; (b) Customer remains liable for all fees owed through the end of the committed Subscription Term; (c) Wyra will retain Customer Data for sixty (60) days to allow data export, after which it will be permanently deleted.

14. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law provisions. Any dispute arising out of or related to this Agreement shall first be subject to good-faith negotiation between the parties. If not resolved within thirty (30) days, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, conducted in Delaware. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect intellectual property or confidential information.

15. General Provisions

15.1 Entire Agreement

This Agreement, together with any applicable Order Form, private offer terms, or SOW, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements.

15.2 Amendments

Wyra reserves the right to update this Agreement with thirty (30) days' notice to Customer via email or Platform notification. Continued use of the Platform after the notice period constitutes acceptance of the updated terms.

15.3 Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision in the future.

15.5 Assignment

Customer may not assign this Agreement or any rights hereunder without Wyra's prior written consent. Wyra may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

15.6 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including acts of God, natural disasters, government actions, or infrastructure failures.

15.7 Notices

All legal notices under this Agreement shall be sent in writing to legal@wyr.ai (for Wyr) or to the email address on file for the Customer account.

Acceptance

By accessing or using the Platform, Customer acknowledges that they have read, understood, and agree to be bound by this Agreement.

For questions regarding this Agreement, contact: legal@wyr.ai

Wyr AI Inc.

Customer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____