

## ARTICUL8, INC.

### A8 PLATFORM & T EXTENSIONS END USER LICENSE AGREEMENT

This A8 Platform and Extensions End User License Agreement (“**EULA**”) is a binding agreement between Articul8, Inc. (“**Articul8**”), and you (“**Licensee**” or “**you**”). You, the Licensee, are either a corporate entity that has entered into a Subscription (defined below) to use the A8 Platform (the “**Platform**” as further defined below) by executing an A8 Platform Agreement (“**Platform Agreement**”), or you are an Authorized User (as defined below) of such a corporate entity. This EULA establishes the terms under which you, as a Licensee, may access and use both the Platform and its Extensions (defined below) as purchased directly from Articul8 or through an online marketplace, such as AWS.

This EULA applies and is binding upon you each time you access and use the Platform and/or its Extensions.

LICENSEE ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY TO REVIEW THIS EULA PRIOR TO ACCEPTANCE OF THIS EULA. IF YOU ARE EXECUTING THIS EULA ON BEHALF OF A CORPORATE ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND YOUR CORPORATE ENTITY TO THIS EULA.

#### 1. DEFINITIONS

1.1 “**Authorized User**” means employees and contractors of a Customer that is a Licensee under this EULA, who (a) are using the Platform pursuant to such Customer’s Subscription and under such Customer’s supervision and responsibility, and (b) are subject to a written agreement with such Customer that includes behavioral and confidentiality restrictions that are at least as protective of Articul8 as those set forth in this EULA.

1.2 “**Confidential Information**” means all non-public information disclosed in written, oral or visual form by either party, as a disclosing party, to the other party, as a receiving party. Confidential Information may include, but is not limited to, projects, developments, plans, research data, financial data, personal data, computer programs, source code and object code, names and expertise of employees and consultants, know-how, and other technical, business, financial and product development information, business plans, marketing plans, customer and client lists, prospective customer and client lists, vendor and supplier lists, and all other information that would appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. “Confidential Information” does not include any information that the receiving party can demonstrate by its written records (1) was rightfully known to it without obligation of confidentiality prior to its disclosure hereunder by the disclosing party; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) has been rightfully received without obligation of confidentiality from a third party authorized to make such a disclosure; or (4) is independently developed by the receiving party without reference to confidential information disclosed hereunder.

1.3 “**Customer**” means a corporate entity that has executed a Platform Agreement and thereby obtained a Subscription to use the Platform for itself and its Authorized Users. A Customer is a Licensee under this EULA and is responsible and liable for the activities of its Authorized Users who access the Platform through Customer’s Subscription.

1.4 “**Documentation**” means any administration guides, user guides, and release notes that are provided by Articul8 to Licensee with the Subscription.

1.5 “**Effective Date**” means the calendar date on which Licensee’s Subscription goes into effect or becomes operable, as determined by Articul8 and delineated in Licensee’s Statement of Work appended to Licensee’s Platform Agreement.

1.6 “**Extensions**” means the ad-on software components designed to work with the Articul8 GenAI Platform as extensions of the Platform, and which include A8 Agents, A8 Micro Applications and other software add-ons, all of which have been created and developed by Articul8 and/or its licensors.

1.7 “**Intellectual Property**” means any created or developed technology, patentable subject matter, invention, process, form of matter, device, machine, software, source or object code, copyrightable work, document, written work, drawing, graphical work, created work in an electronic medium, symbol, logo, slogan, design, trademark, service mark, trade name, trade dress, trade secret, know-how, proprietary and confidential information, or any other form of creativity which takes form in a tangible medium of expression and is protected and enforceable under any Intellectual Property Rights (defined below) recognized in any jurisdiction throughout the world.

1.8 “**Intellectual Property Rights**” means all rights of ownership or enforcement in any Intellectual Property now held or hereafter created or acquired by a party, regardless of whether arising under the laws of the United States, under the laws of any other jurisdiction throughout the world, or under any international treaty for (i) all classes or types of patents, including, without limitation, utility models, utility patents and design patents, patent applications and disclosures, and any extensions in any jurisdiction throughout the world; (ii) all copyrights, all ancillary and sub-rights of copyright, and all moral rights in both published and unpublished works, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; (iii) all trademarks and service marks and trade names, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; and (iv) all know-how, trade secrets, and confidential, technical and non-technical information created or acquired by a party.

1.9 “**License**” means the general license granted to Licensee in this EULA to use the Platform and the Extensions. For clarity, the License delineated herein is a general access license that applies to Customers and to Authorized Users of Customers, and the License is operative as long as Licensee’s Subscription is active and fully paid-up.

1.10 “**Licensee**” means a Customer and the Authorized Users of a Customer.

1.11 “**Licensee Data**” means any content, information, or data owned by Licensee and used by Licensee in the Platform and/or in the Extensions.

1.12 “**Open Source Software**” means software delivered to Licensee hereunder that is subject to the provisions of any open source license agreement.

1.13 “**Platform**” means the Articul8 GenAI Platform.

**Extensions**ExtensionsExtensions

1.14 “**Statement of Work**” means the Statement of Work appended to Customer’s Platform Agreement, which sets forth the specific details of Customer’s Subscription, including, its scope, features, duration, pricing, and payment obligations.

1.15 “**Subscription**” means a Customer’s subscription to use the Platform and the Extensions, as delineated in the Statement of Work appended to Customer’s Platform Agreement (which will give Customer access to the Platform and to the Extensions), and comprising all of the subscription terms negotiated between Customer and Articul8, including the scope, features, duration, pricing, and payment obligations of the subscription.

1.16 “**Update**” means any modification made to the Platform or to an Extension from time to time by Articul8 in the sole discretion. For clarity, the meaning of Update includes Degradation, as defined in Section 2 below.

1.17 “**Third-Party Software**” means certain software Articul8 licenses from third parties (if any) and provides to Licensee with the Platform, which may include Open Source Software.

1.18 “**Trial Period**” means the period of time, usually thirty (30) days unless otherwise specified, at the beginning of a Customer’s Subscription, in which a Customer and its Authorized Users may access the Platform cost-free. At the end of the Trial Period, the Customer’s Subscription will continue provided that the Customer pays all required fees.

## 2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Subject to Licensee’s having an active Subscription pursuant to a Platform Agreement, subject to all post-Trial-Period fees for maintaining an active Subscription, and also subject to Licensee’s compliance with all the subsections of this Section 2 and the other terms and conditions of this EULA, Articul8 grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, limited term license to use the Platform and its Extensions in object code form only, solely for Licensee’s internal business use, for the term of Licensee’s Subscription as delineated in Licensee’s Statement of Work, unless this EULA is terminated sooner in accordance with the termination provisions below (“**License**”).

2.2 Updates. Licensee acknowledges and agrees that Articul8 shall have the right to prepare and release updates to the Platform and/or to any of the Extensions at any time and in its sole discretion. In addition, Licensee acknowledges and agrees (i) that Articul8 shall have the right, as part of any Update, to change or remove certain Platform functionality, provided that such changes do not affect the core functionality of the Platform which are the subject of Licensee’s Subscription.

(a) Degradation of Service. Articul8 may suspend, limit, reduce, or otherwise negatively impact Licensee’s access to or use of all or a portion of the Platform and/or the Extensions (hereinafter cumulatively referred to as “**Degradation**”), without liability, and without remedy for Licensee for any period of Degradation, if Articul8, in its sole discretion, reasonably believes that:

- a. Licensee is using the Platform and/or the Extension(s) in violation of this EULA, including payment terms, or any applicable law, court order, rule, or regulation in any jurisdiction; and/or
- b. Licensee is using the Platform and/or the Extension(s) in any manner that Articul8, in its sole discretion, believes violates the Universal Declaration of Human Rights; and/or
- c. Licensee fails to cooperate with Articul8’s investigation of any suspected violation of this EULA or any applicable law, court order, rule, or regulation in any jurisdiction; and/or
- d. the Platform and/or the Extension(s) has been accessed or manipulated by a third-party using Licensee’s credentials in violation of this EULA; and/or
- e. Degradation of the Platform and/or the Extension(s) is appropriate to protect the Articul8 GenAI Platform or other users; and/or
- f. Licensee’s access to or use of the Platform and/or the Extension(s) may subject Articul8, its affiliates, or any third-party to any liability.

2.3 License Restrictions. Except to the extent permitted under this Agreement, Licensee will not and will not allow its Authorized Users or any third party to do any of the following: alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Platform and/or the Extension(s) in whole or in part; and/or remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to Articul8’s ownership of the Platform and/or the Extension(s); and/or copy, reproduce, publish, distribute, or redistribute any of the Platform and/or the Extension(s), in whole or in part, to any person who is not an Authorized

User; and/or attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Platform and/or the Extension(s), in whole or in part, or any rights granted under the License in this EULA, or any Intellectual Property rights owned by Articul8 to any other person or entity; and/or make unauthorized use of your username and/or your password; and/or attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell your username(s) and password(s) to any other person or entity; and/or decompile, disassemble, translate or reverse engineer any portion of the Platform and/or the Extension(s), or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Platform and/or the Extension(s); and/or monitor, gather, copy, or distribute any content from the Platform and/or the Extension(s) by using any robot, rover, “bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; and/or insert any code or product to manipulate the Platform and/or the Extension(s) in any way that affects, adversely or otherwise, any other Licensee’s or Authorized User’s experience with the Platform; and/or make or attempt to make any commercial use or exploitation of the Platform and/or the Extension(s); and/or circumvent, disable or otherwise interfere with the security features of the Platform and/or the Extension(s), or any features that prevent or restrict use or copying of any content or of any other Licensee’s Data from the Platform; and/or collect or harvest any personally identifiable information (“PII”), including usernames and passwords of other Licensees and Authorized Users; and/or create multiple Platform accounts by manual or automated means or under false or fraudulent pretenses; and/or create or transmit unwanted electronic communications or “spam” to other Licensees or Authorized Users of the Platform and/or the Extension(s); and/or transmit any viruses, worms, defects, Trojan horses or other code sequence or routines of a destructive nature on or in the Platform and/or the Extension(s); and/or use the Platform and/or the Extension(s) to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; and/or use any metatags or any other “hidden text” utilizing any Articul8 trademarks; and/or use any device, software or routine that interferes with the proper working of the Platform and/or the Extension(s); and/or claim the Platform and/or the Extension(s) as your property, your creation, or your work of authorship, in whole or in part; and/or contest or dispute Articul8’s ownership of all Intellectual Property Rights in the Platform and/or the Extension(s); and/or use the Platform and/or the Extension(s) after the termination date of your Subscription; and/or fail at any time to provide true, accurate, complete, and current account registration data and information; and/or engage in any activities through or in connection with the Platform and/or the Extension(s) that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, salacious, injurious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Articul8; and/or use the Platform and/or the Extension(s) to “stalk” or otherwise harass or harm another Licensee or Authorized User; and/or impersonate any person or entity, including, but not limited to, an Articul8 official, forum leader, guide or host, or falsely state or otherwise misrepresent Licensee’s affiliation with a person or entity or collect or store Personal Data about other users in connection with the prohibited conduct and activities; and/or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform and/or the Extension(s); and/or provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or use the Platform and/or the Extension(s), in whole or in part, in any manner not authorized by this Agreement. LICENSEE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ANY VIOLATION OR SUSPECTED VIOLATION OF THE FOREGOING LICENSE RESTRICTIONS BY LICENSEE OR ONE OF ITS AUTHORIZED USERS MAY CONSTITUTE GROUNDS ON WHICH ARTICUL8 MAY, IN ITS SOLE DISCRETION, SUSPEND, DEGRADE, OR TERMINATE LICENSEE’S LICENSE TO ACCESS THE PLATFORM AND/OR THE EXTENSION(S), IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO ARTICUL8 AT LAW OR EQUITY.

2.4 Licensee’s Representations and Warranties in regard to Licensee Data. Licensee understands, acknowledges, and agrees that the License granted herein is subject in all circumstances to Licensee’s continued and ongoing compliance with all the provisions of this EULA, and so, accordingly, Licensee represents and warrants the following: (i) that Licensee shall be responsible for all Licensee Data that Licensee uploads, provides to, and uses on the Platform and on any of the Extensions; (ii) that Licensee shall not use Licensee Data for any illegal, fraudulent, tortious, malicious, or improper purpose; (iii) that the Licensee Data shall not be unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (iv) that Licensee shall not upload, post, provide to, or use on the Platform or on any of the Extensions any Licensee Data that Licensee does not have a right to make available under

any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (v) that the Licensee Data shall not infringe any Intellectual Property Rights or other proprietary rights of any other party; (vi) that the Licensee Data shall not contain, activate, or enable any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; (vii) that the Licensee Data shall not contain, activate, or enable software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications, reports and recommendations; or (viii) that the Licensee Data shall not be used for or directly related to military, defense, aerospace, nuclear, biological or chemical weapon end-uses or in support of law enforcement, national security, military, or foreign policy objectives.

(a) Licensee Data and PII. Licensee acknowledges and agrees that if Licensee discloses PII as part of Licensee Data, Licensee shall use such PII in accordance with Articul8’s current Privacy Policy. Licensee acknowledges and agrees that Licensee will comply with all applicable laws relating to Licensee PII (including California’s CPRA and the EU’s GDPR, if applicable) and with instructions from Articul8 in regard to removal of any disclosed PII, if Articul8 believes in its sole discretion that Licensee’s use of PII as part of Licensee Data violates any applicable laws, including but not limited to applicable privacy laws.

2.5 Responsibility for Use. The Platform, the Extensions and Documentation may be used only by Licensee and its Authorized Users and in conformance with this EULA. Licensee shall be responsible for the proper use of the Platform, the Extensions and Documentation and is responsible for: (i) managing, supervising, and controlling its Authorized Users’ use of the Platform, the Extensions and the Licensee Data on the Platform and the Extensions; (ii) using the Platform and the Extensions in accordance with the Documentation and within the operating environment specified in the Documentation; (iii) establishing and maintaining such recovery and data protection and security procedures as are necessary for Licensee’s use of the Platform and the Extensions and/or as may be specified by Articul8 from time to time. In addition, Licensee shall: (iv) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Licensee Data; (v) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the Extensions by its Authorized Users, and shall notify Articul8 promptly of any unauthorized access or use of the Platform and/or the Extensions; and (vi) comply with all applicable laws in accessing and using the Platform and the Extensions and in undertaking activities in furtherance of this EULA.

2.6 Fees. As further delineated in Licensee’s Statement of Work, after the Trial Period, Licensee’s continued access to the Platform under the License is conditioned upon Licensee’s timely payment of all Subscription fees agreed to by Licensee and set forth in Licensee’s Statement(s) of Work.

2.7 Audit Rights. Licensee acknowledges and agrees that Articul8 may, at its expense, audit Licensee’s use of the Platform and the Extensions to ensure compliance with this EULA. Any such audit shall either be conducted, after reasonable advance notice to Licensee, by means of remote access from a Articul8 location or on-site during regular business hours at Licensee’s facilities, and shall not unreasonably interfere with Licensee’s business activities. In addition, any such audit shall be conducted no more than once in any calendar year, unless an audit indicates Licensee’s non-compliance with this Agreement, in which circumstances Licensee acknowledges and agrees that Articul8 shall reserve the right to conduct multiple audits within the same calendar year, as necessary to ensure compliance with this EULA.

2.8 Open Source Software. The Platform and the Extensions may include Open Source Software licensed to Articul8 pursuant to Open Source Software license agreement(s) identified with or within the applicable source code file(s) and/or file header(s) provided with the Platform and the Extensions or otherwise disclosed in the associated Documentation. Licensee shall not subject any proprietary portion of the Platform and the Extensions to any open source code license obligations including, without limitation, combining or distributing the Platform and the Extensions with Open Source Software in a manner that subjects Articul8, the Platform, the the Extensions or any portion thereof to any Open Source Software license obligation. Nothing in this Agreement limits any rights under, or grants any rights superseding, the terms of any Open Source Software license applicable to the Articul8 GenAI Platform and/or the Articul8 GenAI the Extensions.

2.9 Third-Party Software. Use of certain third-party software provided on the Platform and the Extensions or with(in) the Platform and the Extensions may require Licensee to (a) secure a license directly from the software owner, (b) combine the software with components purchased from such third-party, or (c) adhere to further license limitations by the software owner. A listing of any such third-party limitations is in one or more text files in the Documentation accompanying the Platform and the Extensions. Licensee understands and acknowledges that Articul8 is not providing Licensee with a license to such third-party software, and, further, that it is Licensee's responsibility to obtain necessary licenses from such third-party(ies) directly.

2.10 No other Licenses, Express, Implied, or Statutorily Recognized. The License delineated in this EULA is granted to Licensee solely as a limited right dependent upon Licensee's having secured and maintained a valid and current Subscription to the Platform and the Extensions pursuant to a Platform Agreement. Any other rights not expressly granted herein including, but not limited to, rights to use Articul8's Intellectual Property, are expressly excluded from the scope of the limited License granted herein and expressly reserved to Articul8.

2.11 Articul8's Trademarks. The License delineated in this EULA does not extend to or provide Licensee with any license, express or implied, to use Articul8's trademarks. Accordingly, Licensee may not use Articul8's name or logo in any publications, advertisements, or other announcements without Articul8's written consent obtained in advance.

2.12 United States Government Users. The Platform and the Extensions licensed under the License contained in this EULA is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If Licensee is a civilian federal agency of the United States, such agency licenses this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If Licensee is any agency within the U.S. Department of Defense ("DOD"), the U.S. Government licenses this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

### 3. **SUPPORT**

Licensee shall be entitled to any support specified in Licensee's Statement of Work. If applicable, support is provided only for the current version of the Platform and the Extensions (i.e. including current Updates), unless otherwise agreed in writing by Articul8.

### 4. **TERM AND TERMINATION**

4.1 Term. This EULA shall become operative as soon as Licensee accesses the Platform and/or any of the Extensions pursuant to a current and valid Subscription and shall remain in effect until the termination of Licensee's Subscription, unless this EULA is terminated earlier in accordance with the termination provisions delineated below (the "**Term**").

4.2 Termination for Cause. Articul8 may terminate this EULA immediately upon written notice if Licensee breaches any provision of this EULA and fails to cure such breach within fourteen (14) days ("**Cure Period**") after Licensee's receipt of written notice detailing the breach. Licensee acknowledges and agrees that Articul8 shall have the right, in its sole discretion, to suspend Licensee's License during the Cure Period until Licensee cures the breach.

4.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason, (i) any amounts owed to Articul8 under this EULA will be immediately due and payable; (ii) all licensed rights granted in this Agreement will immediately cease; and (iii) Licensee will promptly discontinue all Use of the Platform, the Extensions and Documentation and destroy all copies of the Platform, the Extensions, Documentation any other Articul8 Confidential Information in Licensee's possession or control.

4.4 Survival. The Sections of this EULA which, by their nature and meaning, should remain in effect after any termination, shall remain in effect after any termination.

## 5. CONFIDENTIALITY

Articul8's Confidential Information means any and all information related to Articul8's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary. Without limiting the foregoing, the Platform, the Extensions and Documentation are Confidential Information of Articul8. Licensee, as a receiving party, agrees (i) to hold in confidence and protect Articul8's Confidential Information from dissemination to, and use by, any third party by using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own Confidential Information of a like nature against unauthorized dissemination and use, (ii) not to disclose such Confidential Information to any third parties, except as described herein and (iii) not to use any Confidential Information except for the purposes of this Agreement. With the advance written permission of Articul8, Licensee may disclose Articul8's Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this Agreement, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect Articul8's Confidential Information hereunder. The parties agree that a breach of this section may cause Articul8 irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, Articul8 shall be entitled to seek injunctive relief for any threatened or actual unauthorized disclosure.

## 6. ANALYTICS

Licensee acknowledges and agrees that Articul8 may collect, accumulate, and aggregate certain usage statistics and data ("**Analytics**") in order to analyze usage of the Platform and the Extensions and make improvements; to develop new aspects of the Platform and the Extensions or new platforms and Extensions; to prevent and detect any unlicensed or unlawful use of the Platform and the Extensions; to analyze, evaluate, and enhance customer experiences with the Platform and the Extensions; and to make pricing determinations. Articul8 may use Analytics for any purpose that Articul8, in its own discretion and judgment, may consider appropriate.

## 7. OWNERSHIP

Licensee is a licensee under this EULA, and, accordingly, Licensee acquires no ownership rights of any kind in regard to the Platform and the Extensions, the Documentation, Updates, and any services provided by Articul8. All Intellectual Property inherent in the Platform, the Extensions, in the Documentation, in the Updates, and in any services provided by Articul8, and all Intellectual Property Rights invoked by or applicable to any of the foregoing are owned by Articul8 or by its licensors. As between Articul8 and Licensee, all right, title and interest in the Platform, the Extensions, and the Documentation, and any other Articul8 materials or services furnished or made available hereunder, all Updates and modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Licensee regarding the Platform, the Extensions, and Documentation, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing, belong to and are retained solely by Articul8 or Articul8's licensors and providers, as applicable. Licensee hereby does and will irrevocably assign, transfer, and convey to Articul8 all evaluations, ideas, feedback and suggestions made by Licensee to Articul8 regarding the Platform, the Extensions, and Documentation (collectively, "**Feedback**"), all Intellectual Property inherent in Feedback, and all Intellectual Property Rights invoked by or applicable to Feedback. Except as expressly provided herein, no other licenses of any kind are granted hereunder, whether by implication, estoppel, or otherwise, and all rights not explicitly licensed herein are reserved to Articul8.

## 8. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT

### 8.1 DMCA Notice for Copyright Infringement.

Articul8 will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“**DMCA**”), as set forth below. If you, or another user or our Platform and/or the Extensions, own a copyright in a work and believe that the copyright in that work has been infringed by an improper posting of it as part of another customer’s data, then you may send us a written notice, which notice must include all of the following:

- (a) a subject line that says: “DMCA Copyright Infringement Notice”; and
- (b) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and
- (c) a description of the location of the infringing material on the Website; and
- (d) your full name, address, telephone number, and e-mail address; and
- (e) a statement by you that you have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and
- (f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner); and,
- (g) your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “/s/” followed by your full typed name, which will serve as your electronic signature.

Articul8 may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Articul8 may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Articul8 will only respond to DMCA Notices that it receives by mail or e-mail or at the addresses below:

[Articul8 AI attn: Legal Department  
2445 Augustine Dr, Suite 401  
Santa Clara, CA 95054

[legal@articul8.ai](mailto:legal@articul8.ai)



]

## 8.2 DMCA Counter-Notification.

(a) We may send the information that you provide in your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification. If access to a work that you submitted to the Platform and/or the Extensions is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the same information requested in Section 8.1 (a)-(g), but the subject line should state that it is a “DMCA Counter-Notification.” In addition, your Counter-Notification must contain a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the Federal District Courts located in the Northern District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person.

(b) If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Platform and/or the Extensions. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice

## 8.3 Abuse of the DMCA Notice-and-Takedown Process.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Without limiting Articul8’s other rights, Articul8 may, in appropriate circumstances, terminate a repeat infringer’s access to the Platform, and/or the Extensions and any website owned or operated by Articul8.

## 9. LIMITED WARRANTY AND DISCLAIMERS

9.1 Limited Warranty. Articul8 warrants (i) that it will provide the Platform and Extensions in a manner consistent with general industry standards reasonably applicable to providing the Platform and Extensions; (ii) that the Platform and Extensions will perform materially in accordance with the Documentation under normal use and reasonable circumstances; and (iii) that Articul8 owns or otherwise has sufficient rights in the Platform and Extensions to grant to Licensee and its Authorized Users the License to use the Platform and Extensions granted herein. Licensee’s exclusive remedy for a breach of this Section 8.1 is that Articul8 shall, at its option, use commercially reasonable efforts to correct or replace the Platform and Extensions, or refund all or the affected portion of the fees paid by Licensee for its License. Articul8, in its sole discretion, may revise this limited warranty from time to time.

9.2 Third-Party Software. Except as expressly set forth in this Agreement, Third-Party Software (including any Open Source Software) is provided on an “as-is” basis at the sole risk of Licensee. Notwithstanding any language to the contrary in this Agreement, Articul8 makes no express or implied warranties of any kind with respect to Third-Party Software provided to Licensee and shall not be liable for any damages regarding the use or operation of the Third-Party Software furnished under this Agreement. Any and all express or implied warranties, if any, arising from the license of Third-Party Software shall be those warranties running from the third-party manufacturer or licensor to Licensee.

9.3 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, ARTICUL8 AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE, RELATING TO THE PLATFORM, THE EXTENSIONS AND DOCUMENTATION. ARTICUL8 SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ARTICUL8 AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE PLATFORM AND THE EXTENSIONS WILL BE FREE FROM DEFECTS, THAT LICENSEE'S USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM AND THE EXTENSIONS WILL FULFILL ALL OF LICENSEE'S EXPECTATIONS AND NEEDS. THIS DISCLAIMER SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EXCEPT AS STATED ABOVE, ARTICUL8 AND ITS SUPPLIERS PROVIDE THE PLATFORM AND THE EXTENSIONS ON AN "AS IS" AND "AS AVAILABLE" BASIS. ARTICUL8 PROVIDES NO WARRANTIES WITH RESPECT TO THIRD PARTY SOFTWARE AND OPEN SOURCE SOFTWARE.

## **10. LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

10.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF SECTION 6 (CONFIDENTIALITY) OR SECTION 9 (OWNERSHIP), IN NO EVENT WILL ARTICUL8 BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES, INCLUDING ANY LOST DATA, LOSS OF USE AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PLATFORM, THE EXTENSIONS, OR DOCUMENTATION, EVEN IF ARTICUL8 KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

10.2 LIMITATION OF DAMAGES. ARTICUL8'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS EULA OR THE PLATFORM, THE EXTENSIONS, AND DOCUMENTATION PROVIDED BY ARTICUL8 WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY LICENSEE FOR THE LICENSE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS FOLLOWING THE EFFECTIVE DATE OF LICENSEE'S LICENSE. LICENSEE AGREES THAT ARTICUL8'S SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS AGREEMENT.

10.3 Licensee's Indemnification Obligation. Licensee shall indemnify and hold harmless Articul8, its officers, directors, employees, agents, representatives, and licensors from, and, at Licensee's expense, shall defend Articul8 against, any loss, damage or expense (including reasonable and directly related legal costs) that Articul8 incurs or becomes liable for as a result of any breach by Licensee, by any of its Authorized Users, or by its agents, representatives, or others for whom Licensee is responsible, of any of the terms of this EULA; any negligent, reckless or willful act or omission by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible; any failure by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible to comply with applicable laws in performing under this EULA; any misuse by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible of the Platform, the Extensions, or of the Documentation; or, any claim made against Articul8 by any third party for which Articul8 is not liable under this EULA, and which arises as a consequence of Use of the Platform and the Extensions by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible. Licensee shall reimburse Articul8 for its expenses under this Section as they are incurred. Articul8 shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. Licensee, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of Articul8 obtained in advance, enter into any settlement which requires Articul8 to make any admissions against its interests, which adversely affects any of Articul8's rights, or which does not include, as an unconditional term, a release granted to Articul8 of all liabilities in respect of such claim, action or proceeding.

10.4 THIRD PARTY SOFTWARE. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, ARTICUL8 SHALL NOT BE LIABLE FOR ANY DAMAGES REGARDING THE USE OR OPERATION OF ANY THIRD-PARTY SOFTWARE FURNISHED UNDER THIS AGREEMENT, INCLUDING ANY OPEN SOURCE SOFTWARE.

10.5 LIMITATION OF ACTIONS. IN NO EVENT MAY LICENSEE BRING ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY.

## 11. **EXPORT**

The Platform, the Extensions, Documentation and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Platform, the Extensions, Documentation and related technical data.

## 12. **GENERAL**

12.1 No Agency. Articul8 and Licensee each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (1) give either party the power to direct or control the day-to-day activities of the other; (2) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (3) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

12.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Licensee warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Licensee's Use of the Software and Documentation including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of Software and Documentation.

12.3 Force Majeure. Licensee acknowledges and agrees that Articul8 shall not be liable hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, riots, fires, flood, storm, explosions, acts of God, acts of terrorism, war, governmental action, earthquakes, or any other cause which is beyond the reasonable control of Articul8.

12.4 Governing Law; Venue and Jurisdiction; Dispute Resolution. This Agreement shall be interpreted according to the laws of the State of California without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Any dispute that arises under this EULA and which cannot be resolved by good faith negotiations between the parties shall be resolved in accordance with the dispute resolution mechanism and procedure delineated in Licensee's Platform Agreement.

12.5 No Injunctive Relief for Licensee. Licensee acknowledges and agrees that monetary damages will be an adequate remedy for the breach of this EULA by Articul8. Accordingly, in the event of a breach by Articul8, Licensee shall not have the right to seek injunctive relief or similar equitable remedies to enforce any rights of Licensee under this EULA.

12.6 Entire Agreement and Waiver. This Agreement and any exhibits hereto shall constitute the entire agreement and contains all terms and conditions between Articul8 and Licensee with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may be changed or amended only by a written agreement signed by authorized signatories of both Articul8 and Licensee. No failure of Articul8 to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

12.7 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under

applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

12.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

12.9 Assignment. Licensee may not assign this Agreement, in whole or in part, without the advance written permission of Articul8 and any attempt to do so shall be a material default of this Agreement and shall be void. Articul8 may assign its rights and benefits and delegate its duties and obligations under this Agreement freely and at any time.