

Ciroos, Inc.
Terms of Use

These Terms of Use (these "**Terms**") govern your individual access to and use of the hosted platform (the "**Platform**") provided by **Ciroos, Inc. ("Ciroos")**. You are accessing the Platform as an authorized user of an organization or entity (the "**Enterprise Customer**") that has entered into a separate Master Services Agreement with **Ciroos** (the "**MSA**").

By accessing or using the Platform, you:

- Acknowledge that the Enterprise Customer has agreed to the terms of the MSA with **Ciroos**;
- Confirm that (a) you are authorized by the Enterprise Customer to access and use the Platform and (b) you are accessing and using the Platform on behalf of the Enterprise Customer; and
- Agree to be personally bound by these Terms, which apply to your individual use of the Platform, in addition to any obligations imposed on the Enterprise Customer under the MSA.

To the extent there is any conflict between these Terms and the MSA, the terms of the MSA will govern with respect to the Enterprise Customer's obligations and rights, but these Terms will apply to your individual use of the Platform.

BY AGREEING TO THESE TERMS, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 7 OR (II) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND CIROOS WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL.

Ciroos may make changes to these Terms. If **Ciroos** makes changes, **Ciroos** may provide you with notice of such changes, such as by providing a notice through the Platform or otherwise. Unless **Ciroos** says otherwise in its notice, the amended Terms will be effective immediately, and your continued use of the Platform after **Ciroos** provides such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using the Platform. Any changes to these Terms will not apply to any dispute between **Ciroos** and you arising prior to the date on which **Ciroos** posted the updated Terms incorporating such changes or otherwise notified you of such changes.

By accessing or using the Platform, you expressly agree to these Terms. If you do not agree to these Terms, you may not access or use the Platform.

1. Your Obligations.

1.1. Log-In Credentials. You may only access the Platform using the mechanisms designated by **Ciroos** (such as API keys and usernames and passwords) ("**Log-in Credentials**"). You must keep your Log-in Credentials confidential and not share them with anyone else. You are responsible for your compliance with these Terms and all actions taken by you, including, without limitation, through your Log-in Credentials. You will promptly notify **Ciroos** if you become aware of any compromise of any Log-in Credentials

1.2. Use Restrictions. You will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Platform to a third party; (b) use the Platform to develop a similar or competing product or service; (c) reverse engineer, decompile, disassemble, or seek to access the source code to the Platform; (d) modify or create derivative works of the Platform, or copy any element of the Platform (including, without limitation, any Platform prompts); (e) remove or obscure any proprietary notices in the Platform; (f) publish benchmarks or performance information about the Platform without **Ciroos's** prior written consent; (g) interfere with the operation of the Platform or circumvent any access restrictions applicable to the Platform; (h) transmit any viruses or other harmful materials to the Platform; (i) take any action that risks harm to others or to the security, availability, or integrity of the Platform; or (j) exceed any applicable usage limitations set forth in any order form applicable to the Enterprise Customer or otherwise binding you. You will use the Platform and all Output (as defined below) in compliance with all applicable laws, rules, and regulations ("**Laws**").

1.3. No Prohibited Data. You will not use the Platform with Prohibited Data and acknowledge and agree that the Platform is not intended to meet any legal obligations for such use. Notwithstanding anything else in this Agreement, **Ciroos** has no liability for use of the Platform with Prohibited Data. As used in this Agreement, "**Prohibited Data**" means any: (a) Social Security numbers or other government-issued identification numbers; (b) cardholder data as defined under the Payment Card Industry Data Security Standard (PCI-DSS); (c) tax return data; (d) "consumer reports" as defined under the Fair Credit Reporting Act; (e) biometric data, biometric information, biometric identifiers, or information within the scope of similar terms defined in privacy Laws; (f) data pertaining to identifiable children under 18 years of age; (g) criminal histories; (h) information that constitutes "special categories of data", "sensitive personal information" or "sensitive data" as defined in privacy Laws (including, without limitation, special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation); or (i) other information that, alone or in combination with other information, can be used to identify a natural

person, including, without limitation, information that constitutes "personal data," "personal information," or similar terms defined in privacy Laws.

2. Termination or Suspension Events. Ciroos may immediately terminate or suspend your access to any or all of the Platform in Ciroos' sole discretion, with or without notice to you.

3. Disclaimers and Release.

3.1. General Disclaimers. The Platform is provided "AS IS" AND "AS AVAILABLE." Ciroos, on its own behalf and on behalf of its suppliers and licensors, makes no, and specifically disclaims any and all, other representations or warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement, and any warranties arising out of any course of dealing or usage or trade. Ciroos does not warrant that Customer's use of the Platform will be uninterrupted or error-free, that Ciroos will review the any data or Output for accuracy, or that it will maintain any data without loss.

3.2. AI Tools. You acknowledge and agree that certain features of the Platform use artificial intelligence models, tools, and other technology (collectively, "AI Tools") to generate information, results, analyses, and/or other materials ("**Output**"). Without limiting the disclaimer in Section 3.1 (General Disclaimers), Ciroos makes no, and specifically disclaims any and all, representations or warranties concerning the accuracy, performance, quality, reliability, suitability, or completeness of any AI Tools or Output, or that any AI Tools or Output will be non-infringing or otherwise compliant with Laws or meet your expectations. You acknowledge and agree that the use of AI Tools may result in the Output being inaccurate, unreliable, inappropriate, infringing, incomplete, or otherwise unsuitable or may not meet your expectations. All Output is provided "AS IS," you use all Output at your own risk, and you are solely responsible for vetting, evaluating, and using the Output, including, without limitation, any use or modification of anyproducts, services, systems, or other applications in connection with your evaluation and/or use of the Output.

3.3. Release. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, YOU RELEASE CIROOS AND THE OTHER CIROOS PARTIES (AS DEFINED BELOW) FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, WITHOUT LIMITATION, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM.

IF YOU ARE A CONSUMER WHO RESIDES IN CALIFORNIA, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. Limitations of Liability. Ciroos will not have any damages or liability to you arising out of or related to these Terms for any damages of any kind (including, without limitation, loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any direct, indirect, special, incidental, reliance, or consequential damages of any kind), even if informed of their possibility in advance. This limitation applies to all damages and liability incurred and regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in these Terms fails of its essential purpose.

5. Indemnification. You will indemnify and hold Ciroos and its affiliates, and its and their officers, employees, and agents (the "**Ciroos Parties**") harmless against any damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising from or in connection with your access to or use of the Platform (including, without limitation, your breach or alleged breach of these Terms) (each, an "**Indemnifiable Claim**"). Additionally, you will, at Ciroos' sole election, defend Ciroos and the other Ciroos Parties from any Indemnifiable Claims. If Ciroos directs you to defend an Indemnifiable Claim, then (a) Ciroos has the right to approve the counsel you select to defend the Indemnifiable Claim and (b) Ciroos may also have its own counsel participate in the defense and settlement of the Indemnifiable Claim at your expense. Ciroos may also exclusively retain control of the defense of an Indemnifiable Claim. You will not settle an Indemnifiable Claim without Ciroos' written consent.

6. Confidentiality.

6.1. Definition. "**Confidential Information**" means information disclosed to you, or that you otherwise access, that is designated by Ciroos as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Confidential Information includes the terms and conditions of these Terms and any technical or performance information about the Platform.

6.2. Obligations. You will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) only use Confidential Information to use the Platform in compliance with this Agreement.

6.3. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Ciroos may seek and obtain appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 6.

7. General

7.1. Entire Agreement. These Terms constitute the entire agreement between you and Ciroos with respect to its subject matter, and there are no agreements or understandings between the parties, express or implied, except as are expressly set forth in these Terms.

7.2. Governing Law; Dispute Resolution.

(a) **Governing Law.** Any dispute or claim by you arising out of or related to these Terms will be governed by the laws of the State of California, exclusive of its choice of law rules. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract should be construed against the drafter will not apply to these Terms. This Section 7.2 will be interpreted as broadly as applicable law permits.

(b) **Arbitration of Disputes.** Except for Ciroos' ability to seek an injunction against you in any court to prevent any imminent harm against Ciroos or its users, any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, will be settled by binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The place of arbitration will be Santa Clara County, California. The arbitration will be conducted in English. The decision of the arbitrator will be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) **Individual Arbitration.** The arbitration will be conducted on an individual basis, and not as a class, consolidated, or representative action. The arbitrator(s) will have no authority to proceed with arbitration on a class or representative basis. Any relief awarded by the arbitrator(s) will be individualized to the claimant and will not affect any other party.

(d) **No Class Action.** To the fullest extent permitted by applicable law, no arbitration or claim under these Terms will be joined to any other arbitration or claim, including any arbitration or claim involving any other current or former user of the Platform, and no class arbitration proceedings will be permitted. You agree to waive any right to commence or participate in any class action against Ciroos related to any claim and, where applicable, you also agree to opt out of any class proceedings against Ciroos.

(e) **Arbitrator Authority.** The arbitrator will have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration agreement, including any contention that all or any part of this arbitration agreement is void or voidable.

(f) **Severability.** If any provision of this arbitration clause is found to be unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

(g) **Execution.** This arbitration and no class action clause will be effective upon your use of the Platform and will survive in perpetuity.

7.3. Miscellaneous. If any provision of these Terms are found by any court to be void or otherwise unenforceable, the remainder of these Terms will remain valid and enforceable as though such void or unenforceable provision were absent on the date of its execution. The relationship between the parties is that of independent contractors, and neither party has authority to contract for or bind the other party in any manner whatsoever. You may not assign, transfer or delegate these Terms, nor any right or duty under these Terms, without Ciroos's prior written consent, and any attempted assignment, transfer, or delegation with such consent will be void and without effect. Electronic notice (including email) will satisfy any requirements that notice hereunder be in writing. Written notice is effective on the day of receipt. Ciroos is excused from performance of this Agreement and will not be liable for any delay in whole or in part caused by any event outside of its control.