

LEV8 AWS MARKETPLACE END USER LICENSE AGREEMENT

Last Updated: July 16, 2026

This End User License Agreement (this "**EULA**") is an AWS Marketplace adaptation of the Lev8 Terms of Service last updated January 23, 2026. It governs access to and use of SIMPLEX AI TECHNOLOGIES PTE. LTD.'s ("**Lev8**," "**we**," "**our**," or "**us**") (i) website, (ii) data and intelligence platform, (iii) application programming interface ("**API**"), and any content, tools, features, and functionality offered through the platform (collectively, the "**Services**") when acquired through AWS Marketplace.

For purposes of this EULA, "**Customer**," "**you**," and "**your**" mean you as the user of the Services. If you use the Services on behalf of a company or other business entity, then those terms include you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this EULA, and (b) you agree to this EULA on the entity's behalf.

By subscribing to the Services through AWS Marketplace, clicking "I Accept," registering for an account, or otherwise accessing or using the Services, you agree to this EULA. You also acknowledge that you have read and understood our [Privacy Policy](#), which describes how we collect, use, and share your information. If you do not understand or agree to this EULA, do not subscribe to or use the Services.

The applicable AWS Marketplace product listing, order, or private offer (the "**Marketplace Order**") sets out the applicable subscription term, price, quantity, usage capacity, Credits, authorized seats, and included support. The Marketplace Order and this EULA together form the agreement between you and Lev8 for the Services. This EULA controls the use of the Services; the Marketplace Order controls the commercial terms identified above. An amendment expressly agreed in writing by you and Lev8 controls to the extent of a conflict.

Amazon Web Services, Inc. and its affiliates ("**AWS**") operate AWS Marketplace but are not parties to this EULA and have no obligations or liability under it. Your use of AWS Marketplace and AWS services remains subject to your separate agreement with AWS. The AWS Standard Contract for AWS Marketplace does not apply to a subscription governed by this EULA.

IMPORTANT NOTICES:

- **ARBITRATION & CLASS ACTION WAIVER:** SECTION 11 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THIS EULA, YOU AGREE TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY.
- **AUTOMATIC RENEWAL:** IF YOUR MARKETPLACE ORDER PROVIDES FOR AUTOMATIC RENEWAL, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH BILLING CYCLE UNLESS YOU CANCEL THROUGH THE APPLICABLE AWS MARKETPLACE PROCESS AS SET FORTH IN SECTION 6.

We may modify this EULA by publishing or submitting an updated version through AWS Marketplace. Changes apply to future Marketplace Orders and renewals and, for an active fixed-term Marketplace Order, only as permitted by that Marketplace Order, applicable law, or a written agreement between you and Lev8.

1. DEFINITIONS

1.1 "User Intent Inputs"

Means any natural language prompts, business objectives, specific search criteria, search queries, conversation history, or other materials submitted by Customer to the Services for the purpose of defining search intent or generating workflows.

1.2 "Lev8 Data"

Means the proprietary database information, including but not limited to company profiles, contact details, business emails, phone numbers, firmographic data, and any other content made available to Customer through the Services.

1.3 "Derived Filters"

Means the structured search parameters, boolean logic, or criteria sets that are inferred, generated, recommended, or applied by Lev8's proprietary AI algorithms based on the analysis of User Intent Inputs.

1.4 "Enriched Data" (or "Output")

Means the specific subset of Lev8 Data retrieved and presented to Customer in response to the application of Derived Filters.

1.5 "Services"

Means the Lev8 data and intelligence platform, including the intent decomposition engine, data enrichment database, automated outreach tools, APIs, and any related software provided by Lev8.

1.6 "Authorized User"

Means an individual employee, consultant, or contractor of Customer who has been authorized by Customer to access and use the Services under Customer's account and for whom a subscription seat has been purchased under the Marketplace Order.

1.7 Subscription and Credit Definitions

For purposes of Service billing and usage, the following terms apply:

- **"Credits"**: The unit of measurement used to consume Services on the Lev8 platform, including adding filters and enrichments, generating emails, or tracking signals.
- **"Free Plan"**: The free tier of the Services, if made available to Customer, which includes a one-time allocation of 500 Credits.

- **"Marketplace Plan"**: The paid subscription tier and associated recurring Credit allocation, operational limits, and features specified in the Marketplace Order.
- **"Monthly Quota"**: The allocation of Credits provided on a recurring basis under the Marketplace Plan. These Credits reset at the beginning of each Billing Cycle.
- **"Billing Cycle"**: The recurring interval for which Customer is billed for the Services, as specified in the Marketplace Order.

2. GRANT OF LICENSE & ACCESS

2.1 Limited License to Services

Subject to this EULA, the Marketplace Order, and payment of fees, Lev8 grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for Customer's **Internal Business Purposes** during the applicable subscription term.

2.2 License to Lev8 Data

Lev8 grants Customer a perpetual, non-exclusive license to retain and use the **Enriched Data** (Output). This license is strictly limited to Customer's own sales and marketing activities. Customer acknowledges that the Enriched Data is licensed, not sold.

2.3 "Internal Business Purposes" Definition

"Internal Business Purposes" means using the data for prospecting and business development. It expressly excludes the right to:

- **Resell**: Sell, license, rent, or distribute Lev8 Data to any third party;
- **Compete**: Use Lev8 Data to create a competing product, service, or directory; or
- **Publish**: Publicly display Lev8 Data on any website or public database.

2.4 Prohibited Restrictions

Customer shall not, and shall not permit others to:

- **(a) Scraping**: Use bots, spiders, or scrapers to access the Services or extract data outside permitted API or user-interface functionality.
- **(b) Model Training**: Use the Services, Lev8 Data, or Derived Filters to train, fine-tune, or improve any third-party AI or machine-learning models.
- **(c) Benchmarking**: Use the Services to conduct competitive analysis or benchmarking.
- **(d) Account Sharing**: Share login credentials. Each Authorized User account must be dedicated to a single individual.
- **(e) Adversarial Use**: Use the Services to transmit malicious prompts, perform prompt injection attacks, jailbreak AI safeguards, or attempt to reverse engineer underlying system prompts, instructions, or AI model configurations.

2.5 API Usage (If Applicable)

If Customer accesses the Services via an API, Customer agrees to:

- strictly comply with request-volume limits or throttling policies specified in Lev8 documentation; and
- ensure that API usage does not place an undue burden on Lev8's infrastructure.

Lev8 may immediately suspend API access or throttle requests if Customer's usage exceeds these limits.

3. AI SERVICES AND DATA DISCLAIMERS

3.1 Intent-to-Filter Decomposition (AI Probabilistic Nature)

Customer acknowledges that the Services use AI to translate natural language into search parameters. Customer understands that:

- the conversion is predictive, not deterministic;
- Derived Filters may not perfectly reflect Customer's subjective intent; and
- Customer is responsible for reviewing initial results before running large-scale queries.

3.2 Data Freshness (Snapshot Nature)

Lev8 Data represents a snapshot of information at the specific time of retrieval. Lev8 does not warrant that the data is real-time. Customer accepts that employment status and job titles change frequently.

3.3 Data Accuracy and Deliverability ("AS IS")

Lev8 provides data on an **"AS IS"** basis and does not guarantee:

- the validity of every email address or phone number;
- that emails will bypass spam filters or reach the primary inbox; or
- that a lead currently holds the listed job title.

Customer acknowledges that a certain percentage of bounce rates is inherent in B2B data services.

3.4 Third-Party Models

The Services may use third-party large language models, including OpenAI and Anthropic. Lev8 is not responsible for service degradation caused by third-party providers.

3.5 Generative AI & Agent Output Disclaimer

Customer acknowledges that the Outreach Services use generative AI models that may produce incorrect, offensive, or hallucinated content (**"Hallucinations"**).

- **Review Requirement:** Customer is solely responsible for reviewing, editing, and approving all AI-generated email drafts or messages before they are sent.
- **Risk of Unreviewed Content:** If Customer sends AI-generated content without review or

enables a fully autonomous or auto-send feature, Customer assumes all risks associated with those communications.

- **No Liability:** Lev8 shall not be liable for reputational damage, lost business, or legal consequences resulting from the content of emails, messages, or actions performed by the Agent on Customer's behalf through Connected Accounts.

4. PROPRIETARY RIGHTS

4.1 Ownership of Lev8 Property

As between the parties, Lev8 exclusively owns all right, title, and interest in and to the Services, including:

- **(a) Lev8 Data:** The database structure and proprietary data contained therein;
- **(b) Mapping Logic:** The inference chains, prompts, and algorithms used to convert User Intent Inputs into Derived Filters;
- **(c) Platform IP:** The user interface, design, code, and look and feel of the platform; and
- **(d) Usage Data:** Aggregated and anonymized data derived from Customer's interaction with the Services, as further described in Section 4.3.

4.2 Ownership of Inputs and Generative Output

Customer exclusively owns all right, title, and interest in and to:

- **(a) Inputs:** User Intent Inputs; and
- **(b) Generative Output:** Text, content, email drafts, or strategies generated by the Agent specifically for Customer.

Lev8 assigns to Customer all its right, title, and interest in such Generative Output. This assignment does not apply to underlying Lev8 Data or Enriched Data, which remains licensed under Section 2.2, or to Derived Filters, which are owned by Lev8 under Section 4.1.

4.3 Usage Data and AI Training License

- **(a) Usage Data:** Customer agrees that Lev8 may collect and use technical logs, account activity, and performance metrics ("**Usage Data**") to operate and maintain the Services.
- **(b) AI Training License:** Notwithstanding Section 7, Customer grants Lev8 a worldwide, non-exclusive, perpetual, royalty-free license to use User Intent Inputs and Enriched Data for the sole purpose of developing, training, fine-tuning, and improving Lev8's AI models and enhancing the algorithmic accuracy of the Services.
- **(c) Aggregation Warranty:** Lev8 warrants that data used for these training purposes will be aggregated or de-identified so that the resulting model or output does not reverse engineer, identify, or reveal Customer's Confidential Information or directly identify a natural person within Customer's organization.
- **(d) Google Workspace API Restrictions:** Data obtained directly from Google Workspace APIs, including Gmail content accessed through Connected Accounts, will be used solely to

provide user-facing features and will not be used to train generalized AI models or shared with third parties for their own AI training, in accordance with the Google API Services User Data Policy.

4.4 Feedback

If Customer provides suggestions, bug reports, or feedback regarding the Services, Lev8 may use that feedback for any purpose without obligation or compensation.

5. CUSTOMER OBLIGATIONS & OUTREACH COMPLIANCE

5.1 Compliance with Laws

Customer represents and warrants that its use of the Services, including Lev8 Data and Outreach Services, will comply with all applicable laws, regulations, and industry standards, including:

- the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("**CAN-SPAM Act**");
- the General Data Protection Regulation ("**GDPR**");
- the California Consumer Privacy Act, as amended by the CPRA ("**CCPA/CPRA**");
- the Canadian Anti-Spam Legislation ("**CASL**");
- the EU Artificial Intelligence Act ("**EU AI Act**"); and
- other applicable privacy, AI, and unsolicited-communications laws in the jurisdictions where Customer or its recipients are located.

5.2 Data Roles & Compliance

The parties acknowledge that their roles under GDPR and CCPA depend on the phase of data use:

- **(a) Database Phase (Lev8 as Controller):** Lev8 acts as an independent Data Controller for Lev8 Data before retrieval by Customer and is responsible for its collection, verification, and maintenance.
- **(b) Outreach Phase (Lev8 as Processor):** Once Customer selects, enriches, or exports data for a campaign, Customer becomes the Data Controller of that Campaign Data. Lev8 acts as a Data Processor or Service Provider when executing Customer's instructions, including sending emails or tracking responses.
- **(c) Customer Responsibility:** As Controller during the Outreach Phase, Customer is solely responsible for ensuring a valid legal basis, including legitimate interest or consent, and for complying with opt-out requests.

5.3 Anti-Spam Policy Requirements

Customer shall not use the Services to send unsolicited commercial emails in violation of law. For every email sent using the Services, Customer must ensure:

- **Valid Legal Basis:** Customer has obtained necessary consent or another valid legal basis;
- **Unsubscribe Mechanism:** The email contains a clear, conspicuous, functioning unsubscribe

or opt-out link, and Customer promptly honors opt-out requests;

- **Accurate Identification:** The email accurately identifies Customer in the From line and does not use a misleading subject line; and
- **Physical Address:** The email footer contains Customer's valid physical postal address when required by the CAN-SPAM Act.

5.4 Connected Accounts & Platform Dependency

To use Outreach Services, Customer may link a third-party email account, including Gmail or Outlook ("**Connected Account**"). Customer represents that it has authority to grant Lev8 access to each Connected Account.

- Lev8 is not responsible for suspension, blocking, or rate-limiting of a Connected Account by a third-party provider.
- Customer acknowledges that the Services depend on third-party platforms, including Gmail, Outlook, and LinkedIn. Lev8 is not liable for interruptions, feature deprecations, API-limit changes, or policy changes imposed by those platforms.
- Customer may revoke authorization or disconnect a Connected Account at any time. Lev8 will promptly cease access and delete associated data retained solely to provide the Services, unless retention is required by law or for legitimate security or compliance purposes.
- Data obtained from Connected Accounts is retained only as long as necessary to perform the applicable Services and is handled under Lev8's Privacy Policy.

5.5 Prohibited Content

Customer shall not use the Services to send content that is false, misleading, deceptive, harassing, defamatory, libelous, threatening, obscene, promotes illegal activities or prohibited goods, or infringes a third party's intellectual-property or privacy rights.

5.6 Suspension for Non-Compliance

Lev8 may monitor outreach metrics. If Lev8 determines, in its sole discretion, that Customer's activities exceed acceptable industry thresholds, including excessive bounce rates or spam complaints, Lev8 may immediately suspend or terminate Customer's access without refund.

6. FEES, CREDITS & PAYMENT

6.1 Marketplace Plan and Credit Priority

The Services acquired through AWS Marketplace are provided under the Marketplace Plan stated in the Marketplace Order:

- **(a) Free Plan:** If made available following expiration or cancellation, the Free Plan includes a one-time allocation of 500 permanent Credits. These Credits do not expire while the account remains active.
- **(b) Marketplace Plan:** The recurring Credit allocation, operational limits, and advanced features are specified in the Marketplace Order.

- **(c) Priority Rule:** If Customer holds both recurring Credits and permanent Credits, Lev8 will consume recurring Credits first. Permanent Credits are consumed only after the recurring allocation is exhausted for the current Billing Cycle.

6.2 Payment Processing Through AWS Marketplace

AWS Marketplace processes payments for the Marketplace Order under Customer's agreement with AWS. Lev8 does not process, record, or store Customer's complete credit-card or bank-account information in connection with the Marketplace Order.

6.3 Automatic Renewal and Cancellation

- **Auto-Renewal:** If the Marketplace Order provides for automatic renewal, the subscription renews at the end of each Billing Cycle and applicable charges are processed through AWS Marketplace.
- **Cancellation:** Customer may cancel or elect not to renew through the cancellation process made available by AWS Marketplace, subject to the Marketplace Order.
- **Effect of Cancellation:** Cancellation prevents renewal for the next Billing Cycle. Customer retains access to paid features and remaining recurring Credits until the end of the then-current paid subscription term, unless the Marketplace Order or AWS Marketplace process states otherwise. Section 10.3 describes the effect after the subscription term ends.

6.4 Refund Policy

Except where required by law, expressly stated in the Marketplace Order, or approved through the applicable AWS Marketplace refund process, all fees and Credit purchases are non-refundable, including fees for partial periods, unused Credits, and services already provisioned.

6.5 Plan Downgrades and Changes

- **Downgrade to Free Plan:** If the Marketplace Plan ends, Customer's account may be downgraded to the Free Plan after the paid subscription term.
- **Permanent Credits:** Upon downgrade, the account balance will be adjusted to 500 Credits, consistent with the Free Plan. Permanent Credits above this amount are forfeited.
- **Forfeiture of Recurring Credits:** Unused recurring Credits expire when the paid subscription term ends and do not roll over to the Free Plan.

6.6 Price Changes

Lev8 may adjust pricing for future Marketplace Orders or renewals by updating the applicable AWS Marketplace listing or offer and providing any notice required by AWS Marketplace or law. Pricing for an active fixed-term Marketplace Order remains governed by that Marketplace Order.

6.7 Nature of Credits

Credits are a unit of measurement for Service consumption and have no cash value.

- Credits are non-transferable and non-assignable to other accounts.

- Credits cannot be redeemed for cash or refunds except as expressly provided in Section 6.4.
- Once consumed for a Billable Event, a Credit is non-refundable.

6.8 Billable Events & Credit Consumption

Credits are deducted upon a **"Billable Event,"** including but not limited to:

- **Data Reveal:** Unlocking or viewing verified contact information;
- **Export:** Downloading or exporting Enriched Data; or
- **Outreach Send:** Successfully triggering an email or connection request through Outreach Services.

6.9 Taxes

Customer is responsible for applicable taxes, levies, and duties associated with the Marketplace Order, excluding taxes based on Lev8's net income, subject to the tax collection and remittance rules applied by AWS Marketplace.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

"Confidential Information" means non-public information disclosed by one party (**"Discloser"**) to the other (**"Recipient"**) that is designated as confidential or that reasonably should be understood to be confidential given its nature.

- For Customer, this includes User Intent Inputs, specific business objectives, search criteria, target personas, and proprietary prompts.
- For Lev8, this includes non-public pricing, product roadmaps, and the underlying logic of AI-generated filters.

7.2 Obligations

The Recipient agrees to:

- use Confidential Information only to perform its obligations under this EULA;
- protect it with the same degree of care it uses for its own confidential data, but no less than reasonable care; and
- not disclose it to a third party except to employees or contractors who need to know and are bound by confidentiality obligations.

7.3 Exception for Usage Data

Notwithstanding the above, Customer acknowledges that Lev8 may use anonymized and aggregated Usage Data that does not identify Customer or reveal specific confidential strategies to analyze trends and improve AI models, as described in Section 4.3.

8. INDEMNIFICATION

8.1 Indemnification by Customer (The "Anti-Spam" Shield)

Customer agrees to defend, indemnify, and hold harmless Lev8, its officers, directors, and employees from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- **Outreach Violations:** Claims that Customer's use of Outreach Services violated CAN-SPAM, GDPR, or another anti-spam or privacy law;
- **Third-Party Rights:** Claims that Customer's Inputs or email content infringed a third party's intellectual-property or privacy rights; or
- **Misuse of Data:** Claims arising from Customer's breach of the Internal Business Purpose license restrictions, including reselling data.

8.2 Indemnification by Lev8

Lev8 agrees to defend, indemnify, and hold harmless Customer against third-party claims alleging that the Lev8 platform technology itself infringes a valid U.S. patent or copyright, provided that Customer uses the Services in compliance with this EULA.

9. LIMITATION OF LIABILITY

9.1 Waiver of Consequential Damages

To the maximum extent permitted by law, neither party shall be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or revenue, business interruption, or reputational harm.

9.2 Liability Cap

Lev8's total aggregate liability arising out of or related to this EULA, the Marketplace Order, or the Services, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Customer for the affected Services through AWS Marketplace in the twelve months preceding the event giving rise to the claim.

10. TERM AND TERMINATION

10.1 Term

This EULA remains in effect for the duration of Customer's subscription term specified in the Marketplace Order unless terminated earlier under this Section.

10.2 Termination for Cause

Lev8 may terminate this EULA or suspend Customer's access immediately and without notice if:

- Customer breaches Section 5, including by sending spam, generating high bounce rates, or scraping;

- Customer fails to pay fees when due under the Marketplace Order; or
- Customer engages in fraudulent or illegal activity in connection with the Services.

10.3 Effect of Subscription Cancellation or Expiration (Downgrade)

If the paid subscription ends due to voluntary cancellation or non-renewal and not due to a violation of this EULA:

- **(a) Automatic Downgrade:** The account will not be deleted and may revert to the Free Plan, if then offered by Lev8.
- **(b) Recurring Credits:** Unused recurring Credits expire and are forfeited and do not roll over to the Free Plan.
- **(c) Permanent Credits:** The account will retain 500 Credits consistent with the Free Plan. Permanent Credits above this amount are forfeited upon downgrade.
- **(d) Feature Limit:** Access to advanced paid features ends when the paid subscription term ends.

10.4 Effect of Termination for Cause

Upon termination for cause:

- **(a) License Termination:** All rights under this EULA, except Section 10.4(c), immediately terminate, and Customer must cease using the Services.
- **(b) Account Removal:** Customer's access may be terminated, the account disabled, and User Intent Inputs or configuration data uploaded to Lev8 may be permanently destroyed.
- **(c) Retention of Enriched Data:** Customer may retain Enriched Data lawfully retrieved and exported before termination, subject to Section 2.
- **(d) Forfeiture of Credits:** All outstanding recurring or permanent Credits are immediately forfeited, and Customer is not entitled to a refund of prepaid fees.

11. GENERAL PROVISIONS

11.1 Governing Law

This EULA shall be governed by the laws of the Republic of Singapore, without regard to its conflict-of-laws principles.

11.2 Dispute Resolution (SIAC Arbitration)

Any dispute arising out of or in connection with this EULA, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the SIAC Rules then in force, which are incorporated by reference.

- The seat of arbitration shall be Singapore.
- The tribunal shall consist of one arbitrator.

- The language of arbitration shall be English.

11.3 Entire Agreement and AWS Marketplace

This EULA and the Marketplace Order constitute the entire agreement between Customer and Lev8 concerning the Services acquired through AWS Marketplace and supersede prior understandings on that subject. The Marketplace Order controls the subscription term, price, quantity, usage capacity, Credits, authorized seats, and included support; this EULA controls access to and use of the Services. An amendment expressly agreed in writing by Customer and Lev8 controls to the extent of a conflict.

AWS is not a party to this EULA and has no liability or obligations under it. The AWS Standard Contract for AWS Marketplace does not apply to a subscription governed by this EULA.