

# aequumAI Enhanced HMDA ReportEnd User License Agreement

Version 1.2

*Commercial Software License for the aequumAI Enhanced HMDA Report*

| Field          | Value                                                                      |
|----------------|----------------------------------------------------------------------------|
| Effective Date | July 2026                                                                  |
| Product        | aequumAI Enhanced HMDA Report v1.2                                         |
| Deployment     | AWS SageMaker Model Package deployed within Buyer-controlled AWS resources |
| Vendor         | aequumAI LLC                                                               |
| Contact        | terry@aequum.ai                                                            |
| Governing Law  | State of New York                                                          |

**IMPORTANT — READ CAREFULLY:** This End User License Agreement ("Agreement") is a legal contract between the entity or person that accepts an AWS Marketplace offer for, subscribes to, accesses, or uses the aequumAI Enhanced HMDA Report ("Buyer," "Licensee," "you," or "your") and aequumAI LLC ("aequumAI," "we," "us," or "our"). AWS is not a party to this Agreement and is not responsible for the Product, Buyer Content, or Output. By accepting the applicable AWS Marketplace offer or accessing or using the Product, Buyer agrees to be bound by this Agreement. If Buyer does not agree, Buyer must not subscribe to, access, or use the Product.

## 1. Definitions

- "Authorized User" means an employee, individual contractor, auditor, legal adviser, consultant, or other person authorized by Buyer to use the Product on Buyer's behalf and subject to obligations consistent with this Agreement.
- "Buyer Content" means HMDA loan/application register records, borrower or applicant data, names, addresses, geographic identifiers, and other data submitted by or for Buyer to the Product for processing.
- "Documentation" means the user instructions, model cards, validation materials, technical specifications, release notes, and other documentation aequumAI makes available for the Product.
- "LAR Record" means a single loan or application record submitted for processing, whether processed alone or as part of a file or job.
- "Methodology" means the statistical, machine-learning, simulation, uncertainty-estimation, and reporting methods embodied in STRATA, CREST, and the Product.
- "Output" means the Enhanced HMDA Report and other customer-specific results generated by the Product from Buyer Content.

- "Product" means the aequumAI Enhanced HMDA Report, including the bundled STRATA and CREST components, associated model package, software, Documentation, updates, and related materials supplied under the applicable AWS Marketplace offer.
- "Usage Data" means account, entitlement, metering, de-identified operational telemetry, and aggregate usage metrics that do not contain Buyer Content or permit identification of an individual data subject.

## **2. License Grant and Authorized Users**

### **2.1 License Grant.**

Subject to this Agreement, the applicable AWS Marketplace offer, and timely payment of all applicable fees, aequumAI grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable right during the subscription term to deploy and use the Product within Buyer-controlled AWS resources solely to generate Output for the permitted aggregate purposes stated in Section 3.

### **2.2 Authorized Users.**

Buyer may permit Authorized Users to access and use the Product solely on Buyer's behalf. Buyer is responsible for each Authorized User's compliance with this Agreement and for all activity occurring under Buyer's AWS accounts, credentials, and access controls. Buyer may not provide the Product itself to any third party or permit any third party to operate the Product for its own independent benefit.

### **2.3 Affiliates.**

Buyer affiliates may use the Product only if expressly included in the applicable AWS Marketplace offer or otherwise approved in writing by aequumAI. Buyer remains responsible for each permitted affiliate's compliance with this Agreement.

## **3. Permitted Aggregate Uses and Prohibited Uses**

### **3.1 Aggregate Use Only.**

The Product, including STRATA race and ethnicity proxies and CREST disparity statistics, is licensed solely for aggregate, population-level or portfolio-level analysis. STRATA proxies are probabilistic estimates and must not be treated as the known race or ethnicity of any identifiable person. Product output must not be appended to an individual credit, servicing, employment, insurance, tenant, or customer record.

### **3.2 Permitted Purposes.**

Subject to this Agreement, Buyer may use Output for the following aggregate purposes:

- fair-lending compliance analysis under HMDA, ECOA, the Fair Housing Act, and CRA;
- population- or portfolio-level disparity analysis;
- internal model-risk management, independent validation, audit, and quality assurance;
- regulatory examination preparation and regulatory reporting;

- housing-equity, market, public-policy, academic, or nonprofit research; and
- other aggregate analytical purposes expressly approved in writing by aequumAI.

### **3.3 Prohibited Individual-Level Uses.**

Buyer must not use the Product or Output, directly or indirectly, to make, recommend, justify, rank, score, influence, or support any decision about a specific person, applicant, borrower, loan, account, property occupant, employee, insurance applicant, or tenant. Prohibited decisions include credit approval or pricing, servicing treatment, collections, marketing eligibility, employment, insurance underwriting, housing access, tenant screening, or any other eligibility or adverse-action determination.

### **3.4 Other Prohibited Uses.**

Buyer must not:

- use the Product or Output in violation of applicable law or to discriminate unlawfully;
- construct, enrich, verify, or score individual profiles for non-aggregate decision-making;
- re-identify or attempt to re-identify a person from Output;
- reverse engineer, decompile, disassemble, extract, isolate, discover, or replicate Product source code, model weights, architecture, parameters, prompts, simulation logic, or non-public Methodology, except to the limited extent such restriction is prohibited by law;
- circumvent technical, metering, entitlement, security, or usage controls;
- use the Product or Output to train, validate, benchmark for public commercial promotion, develop, or improve a model or software product whose primary purpose is to replicate the material functionality of STRATA, CREST, or the Product;
- introduce malicious code, probe for vulnerabilities without written authorization, or interfere with the Product or an AWS environment; or
- use the Product for any purpose not expressly permitted by this Agreement or the applicable offer.

## **4. AWS Marketplace Offer, Fees, and Usage Limits**

### **4.1 Applicable Offer.**

Available tiers, fees, LAR Record quantities, contract duration, renewal terms, and permitted usage volumes are specified in the AWS Marketplace offer accepted by Buyer. If the offer conflicts with this Agreement concerning pricing, quantities, duration, renewal, or other expressly stated commercial terms, the offer controls solely for those commercial terms. This Agreement controls all other matters.

### **4.2 Free Tier.**

Unless changed in the applicable listing, the public Free Tier permits one report containing up to 500 LAR Records. The Free Tier is not a trial and does not automatically convert to a paid tier. aequumAI may modify or discontinue availability of the Free Tier prospectively, but such change does not alter rights in Output previously generated in accordance with this Agreement.

### **4.3 Paid Tiers and Payment.**

Paid tiers are made available through AWS Marketplace. AWS Marketplace terms govern collection, invoicing, refunds, and billing disputes. Buyer is responsible for all taxes, duties, and governmental charges other than taxes measured by aequumAI's net income.

### **4.4 Usage Measurement and Overage.**

Each submitted LAR Record counts toward the applicable usage limit when the Product begins processing it, including a resubmitted or reprocessed record, unless the submission fails solely because of a Product error before substantive processing begins. Test, duplicate, corrected, and repeated records count unless the applicable offer states otherwise. Usage is measured across the AWS accounts and affiliates covered by the offer. Buyer must not exceed its purchased limit. The Product automatically enforces the applicable per-report record limit and rejects a single report that exceeds it; it does not, however, continuously meter cumulative usage within the Buyer's network-isolated environment. Instead, each report's attestation records the tier and record count in a tamper-evident form that aequumAI may review to verify compliance with cumulative and annual limits. If a limit is exceeded, aequumAI may suspend additional processing and may require Buyer to purchase additional capacity or a higher tier before further processing.

## **5. Bundled Components and Product Operation**

### **5.1 Single Product.**

The Product bundles STRATA model weights and inference functionality with the CREST simulation, uncertainty-estimation, and disparity-reporting engine in a single AWS SageMaker Model Package deployed within Buyer-controlled AWS resources.

### **5.2 No Separate Subscription Required.**

No separate STRATA or CREST subscription is required for the permitted use of the Product. This Agreement does not modify any separate written agreement between the parties unless that agreement or the applicable offer expressly states otherwise.

### **5.3 Unified Output.**

The Product generates a structured aggregate fair-lending analytical report that may include STRATA coverage statistics, CREST uncertainty estimates or confidence intervals, and finding-stability classifications. The components are not separately licensed or delivered under this Agreement.

### **5.4 Updates and Versioning.**

aequumAI may update models, thresholds, code, Documentation, report formats, or technical requirements. During a paid subscription term, aequumAI will not intentionally remove the Product's core aggregate HMDA reporting functionality without reasonable notice. Reports may identify the Product version, model version, Methodology version, processing date, and other reproducibility metadata. Buyer is responsible for retaining Output and related metadata needed for its records.

## **6. Ownership, Buyer Content, and Output Rights**

### **6.1 aequumAI Technology.**

aequumAI and its licensors retain all right, title, and interest in and to the Product, STRATA, CREST, Methodology, model weights, architecture, training methods, simulation algorithms, software, report templates, Documentation, improvements, derivatives, and all related intellectual-property rights. No ownership transfers to Buyer. All rights not expressly granted are reserved.

### **6.2 Buyer Content.**

As between the parties, Buyer retains all right, title, and interest in Buyer Content. Buyer grants aequumAI only the limited rights necessary to provide support or perform obligations that Buyer expressly requests and that require access to information voluntarily supplied by Buyer.

### **6.3 Output Rights.**

Subject to this Agreement, Buyer receives a perpetual, non-exclusive right to use, reproduce, retain, disclose, and distribute Output generated for Buyer for its internal business, legal, compliance, audit, examination, research, publication, and regulatory purposes. Output rights do not include any right to extract, commercialize, sublicense, or separately exploit the Product, Methodology, model weights, or other aequumAI technology embodied in or used to generate the Output.

### **6.4 Publication and Attribution.**

Buyer may publish aggregated findings derived from Output if the publication does not disclose record-level Output or enable reconstruction of individual inferences. Public research and publications must include reasonable attribution to the applicable STRATA and CREST methodology materials identified in Section 11. Attribution is not required in confidential internal work, regulatory submissions, examination workpapers, litigation materials, or materials shared with professional advisers.

### **6.5 Professional and Regulatory Disclosure.**

Buyer may provide Output and aggregated findings to regulators, auditors, legal counsel, consultants, directors, investors, funding sources, and other professional advisers for Buyer's permitted purposes, subject to appropriate confidentiality obligations where applicable. Buyer may submit Output to any governmental or regulatory authority with jurisdiction over Buyer.

### **6.6 Feedback.**

Buyer may voluntarily provide feedback. aequumAI may use feedback without restriction, provided it does not identify Buyer or disclose Buyer Confidential Information.

## **7. Confidentiality**

### **7.1 Confidential Information.**

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

confidential, including non-public Product information, security materials, pricing, business plans, Buyer Content voluntarily disclosed for support, and non-public Output. Confidential Information excludes information that Recipient can demonstrate: (a) is or becomes public without breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Confidential Information.

## **7.2 Protection and Use.**

Recipient will use Confidential Information only to exercise rights or perform obligations under this Agreement and will protect it using at least reasonable care. Recipient may disclose Confidential Information to personnel, contractors, advisers, and affiliates who need to know it and are bound by confidentiality obligations at least as protective as those in this Section.

## **7.3 Required Disclosure.**

Recipient may disclose Confidential Information to the extent required by law, subpoena, or court or governmental order, provided Recipient gives prompt notice when legally permitted and reasonably assists Discloser in seeking protective treatment.

## **7.4 Equitable Relief.**

Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate. The affected party may seek appropriate injunctive or equitable relief in addition to other available remedies.

# **8. Data Architecture, Security, and Privacy**

## **8.1 Data Architecture.**

The Product is designed so that Buyer Content submitted for analysis is processed within Buyer-controlled AWS resources and is not transmitted to aequumAI in the ordinary course of Product operation.

## **8.2 Scope of Commitment.**

Section 8.1 does not apply to: (a) information Buyer voluntarily provides for support, troubleshooting, validation, or other services; (b) account, transaction, entitlement, and metering information supplied through AWS Marketplace; (c) Usage Data; or (d) disclosures required by law. aequumAI will not request access to Buyer Content unless reasonably necessary to provide support or services requested by Buyer, and Buyer may decline such access subject to any resulting support limitation.

## **8.3 Security Measures.**

aequumAI will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Product and the information under aequumAI's control. aequumAI does not warrant that the Product or any environment is immune from all vulnerabilities or attacks. Buyer is responsible for AWS identity and access management, network and VPC configuration, encryption

settings, logging, credentials, endpoint exposure, backups, and other security controls within Buyer-controlled AWS resources.

#### **8.4 Security Incidents.**

If aequumAI confirms unauthorized access to Buyer Content in aequumAI's possession or control, aequumAI will notify Buyer without undue delay, provide information reasonably available concerning the nature and scope of the incident, and take reasonable steps to contain and remediate it. This obligation does not apply to incidents occurring solely within Buyer-controlled AWS resources or caused by Buyer, an Authorized User, AWS, or a third party outside aequumAI's reasonable control.

#### **8.5 Privacy and Lawful Processing.**

Buyer determines the purposes and means of processing Buyer Content and is solely responsible for the legality of such processing, including all required notices, rights, consents, authorizations, data-minimization measures, and responses to data-subject requests. Buyer must not submit data that Buyer lacks authority to process.

#### **8.6 Usage Data.**

aequumAI may collect and use Usage Data to administer entitlements, support and secure the Product, measure usage, improve operations, and comply with law. aequumAI will not use Usage Data to identify an individual borrower or applicant or to reconstruct Buyer Content.

### **9. Buyer Responsibilities and Representations**

Buyer represents, warrants, and agrees that:

- the person accepting this Agreement has authority to bind Buyer;
- Buyer and its Authorized Users will use the Product only as permitted and in accordance with Documentation;
- Buyer has all rights and lawful bases necessary to submit and process Buyer Content;
- Buyer is responsible for the accuracy, completeness, quality, formatting, and legality of Buyer Content;
- Buyer will independently review Output and will not present it as a legal conclusion, regulatory approval, causal finding, or determination of unlawful discrimination;
- Buyer will maintain appropriate human, legal, statistical, model-risk, and compliance review; and
- Buyer will promptly notify aequumAI of known misuse, unauthorized access, or circumvention involving the Product.

### **10. Accuracy and Regulatory Limitations**

#### **10.1 Analytical Tool Only.**

The Product is a measurement and analytical tool, not a compliance determination, legal opinion, audit conclusion, credit-decision system, or substitute for qualified legal, statistical, compliance, or model-risk

professionals. aequumAI does not represent or guarantee that use of the Product will satisfy any regulatory requirement, examination standard, evidentiary standard, or legal test.

### **10.2 No Causation or Legal Determination.**

The Product does not determine whether observed disparities are caused by unlawful discrimination, establish disparate treatment or disparate impact, prove causation, or establish statistical or legal significance under any particular agency's methodology.

### **10.3 Performance Variation.**

Performance varies by race or ethnicity class, geography, sample composition, data quality, missingness, name normalization, geocoding accuracy, threshold selection, model version, distribution shift, and other factors. Model cards and validation documentation identify known limitations, including materially lower performance for certain smaller population groups. Buyer must review the materials applicable to the Product version used.

### **10.4 Aggregate Use Required.**

Because race and ethnicity proxies and CREST statistics are uncertain estimates, Output is valid only for authorized aggregate analysis and must not be used to draw conclusions about any identifiable person. Small cells, sparse groups, unstable estimates, or insufficient data may render findings unreliable or unavailable.

### **10.5 CREST Estimates.**

CREST confidence intervals, uncertainty estimates, disparity estimates, and finding-stability classifications are simulation-based statistical results. They depend on assumptions, model specifications, input data, and computational settings and are not guarantees that a finding will reproduce under different data, assumptions, software versions, or regulatory methodologies.

## **11. Methodology Materials**

### **11.1 STRATA Methodology.**

The STRATA methodology is described in Chalavadi, Pastor, and Leitch (2026), "STRATA: A Name-and-Geography Race Inference Model for Fair Lending and Housing Equity Applications," arXiv:2504.21259, together with applicable model cards and validation documentation made available with the Product.

### **11.2 CREST Methodology.**

The CREST methodology — a de-biased, Fisher-consistent weighted method-of-moments disparity estimator with tract-cluster-robust confidence intervals — is described in the STRATA and CREST methodology materials identified in Section 11.1 (arXiv:2504.21259) and in the Enhanced HMDA Report methodology documentation published with the Product (see the Methodology section at [hmda.aequum.ai](https://hmda.aequum.ai)). Buyer should review the applicable version before interpreting CREST Output.

### **11.3 Documentation Controls.**

If a methodology document, model card, or validation document is updated, the version associated with the Product run governs interpretation of that Output. Documentation may clarify technical operation and limitations but may not expand Buyer's license or reduce Buyer's obligations unless expressly stated in a signed amendment or applicable AWS Marketplace offer.

## **12. Support, Maintenance, and Availability**

### **12.1 Support.**

Unless the applicable offer states otherwise, support is provided by email at [terry@aequum.ai](mailto:terry@aequum.ai) during aequumAI's normal business hours. aequumAI will use commercially reasonable efforts to respond to support requests, but no service level, response time, resolution time, uptime commitment, or support credit applies unless expressly included in the applicable offer or a separate written support schedule.

### **12.2 Maintenance and Dependencies.**

The Product may depend on AWS services, third-party software, public datasets, geographic data, and external technical standards. aequumAI is not responsible for outages, changes, errors, or discontinuation caused by AWS or other third parties. aequumAI may perform maintenance and issue updates, patches, or workarounds as reasonably necessary.

### **12.3 Beta or Preview Features.**

Any feature identified as beta, preview, experimental, evaluation, or pre-release is provided for testing, may be changed or discontinued at any time, and is excluded from any limited warranty or service commitment.

## **13. Warranties and Disclaimers**

### **13.1 Mutual Authority.**

Each party warrants that it has authority to enter into this Agreement.

### **13.2 Limited Product Warranty.**

During a paid subscription term, aequumAI warrants that the Product will perform in all material respects in accordance with the applicable Documentation when used as authorized. Buyer must notify aequumAI of an alleged breach in reasonable detail. Buyer's exclusive remedy, and aequumAI's entire obligation, is for aequumAI, at its option, to correct the nonconformity, provide a reasonable workaround or re-performance, or terminate the affected subscription and refund the prepaid unused portion of fees for the affected Product.

### **13.3 Exclusions.**

The limited warranty does not apply to issues caused by Buyer Content, Buyer configuration, unauthorized use or modification, failure to follow Documentation, third-party products or services,

AWS infrastructure, internet or network conditions, beta features, or events outside aequumAI's reasonable control.

### **13.4 Disclaimer.**

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE PRODUCT, STRATA, CREST, DOCUMENTATION, AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, AEQUUMAI DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, UNINTERRUPTED OPERATION, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. AEQUUMAI DOES NOT WARRANT THAT OUTPUT WILL BE ERROR-FREE, COMPLETE, REPRODUCIBLE IN ALL CIRCUMSTANCES, OR ACCEPTED BY A REGULATOR OR COURT.

## **14. Indemnification**

### **14.1 Buyer Indemnity.**

Buyer will defend, indemnify, and hold harmless aequumAI, its affiliates, and their officers, directors, employees, and agents from third-party claims, damages, judgments, penalties, settlements, and reasonable attorneys' fees arising from: (a) Buyer Content; (b) Buyer's or an Authorized User's prohibited, unlawful, or unauthorized use; (c) an individual-level decision or action made using the Product or Output; (d) Buyer's breach of Section 8.5 or Section 9; or (e) Buyer's modification, combination, or distribution of the Product or Output in violation of this Agreement.

### **14.2 aequumAI IP Indemnity.**

For paid subscriptions, aequumAI will defend Buyer against a third-party claim that the unmodified Product, when used as authorized in the United States, directly infringes a United States patent, copyright, or trade secret, and will pay damages finally awarded or settlements approved by aequumAI. aequumAI has no obligation for claims arising from Buyer Content; Buyer specifications; unauthorized modification or combination; continued use after notice of alleged infringement; use outside Documentation; or a free, beta, preview, or evaluation tier.

### **14.3 IP Remedies.**

If an infringement claim is made or reasonably likely, aequumAI may: (a) obtain the right for Buyer to continue using the Product; (b) modify or replace the affected Product with materially equivalent functionality; or (c) terminate the affected subscription and refund the prepaid unused portion of fees. This Section states aequumAI's entire liability and Buyer's exclusive remedy for intellectual-property claims.

### **14.4 Procedure.**

An indemnified party must promptly notify the indemnifying party of the claim, provide reasonable cooperation at the indemnifying party's expense, and permit the indemnifying party to control the defense and settlement. Failure to provide prompt notice relieves the indemnifying party only to the

extent materially prejudiced. No settlement may admit fault by or impose non-monetary obligations on the indemnified party without its prior written consent, not to be unreasonably withheld.

## **15. Limitation of Liability**

### **15.1 Excluded Damages.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR REPUTATIONAL HARM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **15.2 Liability Cap.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED: (A) FOR FREE-TIER USE, \$500; OR (B) FOR PAID USE, THE FEES PAID OR PAYABLE BY BUYER FOR THE PRODUCT UNDER THE APPLICABLE AWS MARKETPLACE OFFER DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

### **15.3 Exceptions.**

The exclusions and cap in Sections 15.1 and 15.2 do not apply to: (a) Buyer's payment obligations; (b) Buyer's breach of Sections 3.3, 3.4, 6.1, or 8.5; (c) either party's indemnification obligations; (d) either party's fraud, willful misconduct, or gross negligence; or (e) liability that applicable law does not permit the parties to limit. Liability arising from a party's breach of confidentiality obligations under Section 7 will not exceed two times the cap stated in Section 15.2.

### **15.4 Allocation of Risk.**

The limitations in this Section are an essential basis of the bargain and apply regardless of the form of action, whether in contract, tort, strict liability, statute, or otherwise, and even if a limited remedy fails of its essential purpose.

## **16. Term, Suspension, and Termination**

### **16.1 Term.**

This Agreement begins when Buyer accepts the applicable offer or first accesses or uses the Product and continues while Buyer has an active subscription, unless earlier terminated under this Agreement.

### **16.2 Suspension.**

aequumAI may suspend access or processing immediately if reasonably necessary to address: (a) actual or suspected prohibited individual-level use; (b) illegal use; (c) a security threat; (d) circumvention of controls; (e) nonpayment or expired entitlement; (f) usage beyond the applicable limit; or (g) material risk to aequumAI, AWS, the Product, Buyer, or third parties. aequumAI will provide notice as soon as practicable and will restore access when the basis for suspension is reasonably resolved.

### **16.3 Termination for Cause.**

Either party may terminate this Agreement for the other party's material breach if the breach is not cured within thirty days after written notice. A party may terminate immediately if the breach is not capable of cure, involves prohibited individual-level use, or the other party becomes insolvent, ceases business, or enters bankruptcy or similar proceedings not dismissed within sixty days.

### **16.4 Effect of Termination.**

Upon termination or expiration, Buyer must cease deploying, accessing, and using the Product and must delete Product software and model artifacts from Buyer-controlled environments, except to the extent AWS performs deletion or access removal. Buyer may retain and continue using Output generated during the term for internal records, legal or regulatory compliance, audit, examination, litigation hold, and previously authorized research or publication, subject to the continuing restrictions of this Agreement.

### **16.5 Survival.**

Sections that by their nature should survive will survive termination, including Sections 1, 3.3, 3.4, 6, 7, 8.5, 8.6, 9, 10, 11, 13.4, 14, 15, 16.4, 16.5, and 17.

## **17. General Provisions**

### **17.1 Governing Law and Venue.**

This Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws rules. Any action arising out of or relating to this Agreement must be brought exclusively in the state or federal courts located in New York County, New York, and each party consents to personal jurisdiction and venue there. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### **17.2 Notices.**

Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, or email with confirmation of transmission. Notices to aequumAI must be sent to terry@aequum.ai and 61 Troon Road, East Aurora, New York 14052. Notices to Buyer may be sent to the account, billing, or legal contact associated with the AWS Marketplace offer. Notices are effective upon confirmed receipt, except email notices are effective on the next business day after transmission unless a delivery failure is received.

### **17.3 Assignment.**

Buyer may not assign this Agreement without aequumAI's prior written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all assets if the successor is not a direct competitor of aequumAI and agrees in writing to be bound. aequumAI may assign this Agreement in connection with a merger, reorganization, financing, acquisition, or sale of all or substantially all relevant assets. Any prohibited assignment is void.

#### **17.4 Force Majeure.**

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, utility or network failures, cyberattacks not caused by failure to maintain required safeguards, labor disputes, governmental action, war, terrorism, epidemics, AWS outages, or failure of third-party infrastructure. This Section does not excuse payment obligations for amounts already due.

#### **17.5 Export Controls and Sanctions.**

Buyer will comply with applicable United States and other export-control, sanctions, and trade laws. Buyer represents that it is not located in, organized under the laws of, or ordinarily resident in a comprehensively sanctioned jurisdiction and is not a prohibited or restricted party. Buyer will not use or export the Product for prohibited end uses or to prohibited persons or destinations.

#### **17.6 U.S. Government Users.**

The Product and Documentation are commercial products and commercial computer software and documentation developed exclusively at private expense. U.S. Government rights are limited to those customarily provided to the public under this Agreement, subject to applicable federal procurement law. If a Federal Addendum or other government-specific terms are included in the applicable offer, those terms control to the extent of conflict.

#### **17.7 Entire Agreement and Order of Precedence.**

This Agreement, the applicable AWS Marketplace offer, and any addendum expressly incorporated into that offer constitute the entire agreement concerning the Product and supersede prior or contemporaneous proposals, representations, and agreements on that subject. In a conflict: (a) a negotiated addendum or amendment controls; (b) the applicable offer controls solely for its commercial terms; and (c) this Agreement controls otherwise. Purchase orders are for administrative convenience only, and additional or inconsistent terms in them are void unless signed by both parties.

#### **17.8 Amendments.**

aequumAI may update this Agreement prospectively. The effective date of an updated EULA is governed by the applicable AWS Marketplace offer type, pricing model, and AWS Marketplace procedures. No update will retroactively reduce rights in Output generated before the update became effective. Any negotiated amendment must be in writing and accepted through AWS Marketplace or signed by authorized representatives of both parties.

#### **17.9 Severability; Waiver.**

If a provision is held invalid or unenforceable, it will be enforced to the maximum permissible extent and the remaining provisions remain effective. A waiver must be in writing and applies only to the specific instance stated. Failure or delay in enforcing a right is not a waiver.

#### **17.10 Independent Contractors; No Third-Party Beneficiaries.**

The parties are independent contractors. This Agreement does not create a partnership, fiduciary relationship, joint venture, agency, franchise, or employment relationship. Except for indemnified

parties under Section 14, there are no third-party beneficiaries. AWS is not a party to this Agreement and has no responsibility for the Product or Output.

#### **17.11 Interpretation; Electronic Acceptance.**

Headings are for convenience only. “Including” means “including without limitation.” Singular includes plural and vice versa as context requires. This Agreement will not be construed against either party as drafter. Electronic acceptance, click-through acceptance, and acceptance through AWS Marketplace have the same effect as a handwritten signature.

**BY ACCEPTING AN AWS MARKETPLACE OFFER FOR, SUBSCRIBING TO, ACCESSING, OR USING THE AEQUUMAI ENHANCED HMDA REPORT, BUYER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT.**