

aequumAI STRATA End User License Agreement (EULA) v3.0

*Commercial Software License and Responsible Use Terms for the
aequumAI STRATA Race and Ethnicity Inference Model*

VERSION 3.0 | JULY 2026

Product	aequumAI STRATA v2.0
Deployment	AWS Marketplace / Amazon SageMaker AI (real-time endpoint or Batch Transform)
Vendor	aequumAI LLC
Legal and Support Contact	terry@aequum.ai
Governing Law	State of New York
Intended Market	Business, institutional, nonprofit, and academic users

aequumAI LLC

This Agreement is effective for each Buyer on the date the Buyer subscribes to the applicable AWS Marketplace offer.

IMPORTANT - READ CAREFULLY: This End User License Agreement ("Agreement") is a legal agreement between the entity that subscribes to the Product through AWS Marketplace ("Buyer") and aequumAI LLC, a New York limited liability company ("Seller"). The Product is offered only for business, professional, institutional, nonprofit, or academic use and not for personal, family, household, or consumer use. The individual accepting this Agreement for Buyer represents that the individual has authority to bind Buyer. By subscribing to, deploying, accessing, or using the Product, Buyer accepts this Agreement. If Buyer does not agree, Buyer must not subscribe to, deploy, access, or use the Product.

IMPORTANT USE RESTRICTIONS

- **STRATA is licensed only for aggregate, population-level analysis.**
- **STRATA and its Output may not be used to make, support, validate, or influence a decision about an identified or identifiable individual.**
- Output is a probabilistic estimate, not self-identified, observed, verified, or actual race or ethnicity information.
- Output may not replace demographic information that Buyer is legally required to request, collect, maintain, or report.
- In the standard AWS Marketplace deployment, aequumAI does not receive or have technical access to Buyer Content submitted for inference.

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1. Definitions

1.1 Affiliate. means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests or the power to direct management.

1.2 Aggregate Analysis. means analysis of outcomes, patterns, disparities, or other characteristics across a cohort, portfolio, geographic area, or population. Aggregate Analysis does not include analysis used to determine, recommend, rank, target, investigate, price, or otherwise treat a specific identified or identifiable individual.

1.3 Aggregate Results. means statistics, reports, visualizations, or findings derived from Output that are presented at a population, portfolio, cohort, or geographic level and are subject to reasonable aggregation, access-control, and suppression measures so that they do not reveal or permit reconstruction of Record-Level Output concerning an identifiable individual.

1.4 Authorized User. means an employee of Buyer or its Affiliate, or a contractor acting solely on Buyer's behalf, who has a need to use the Product for Buyer's permitted internal purposes and is bound by written obligations at least as protective as this Agreement.

1.5 AWS. means Amazon Web Services, Inc. and its applicable affiliates that operate AWS Marketplace and Amazon SageMaker AI.

1.6 Buyer Content. means names, addresses, borrower or applicant records, geographic identifiers, datasets, files, prompts, configuration inputs, and other information submitted by or for Buyer to the Product for processing. Buyer Content does not include Usage Data.

1.7 Documentation. means the then-current user guides, technical instructions, model card, release notes, security information, and other documentation that Seller makes available with or for the Product. Documentation does not amend this Agreement unless it expressly states that it is incorporated into a written amendment signed by both parties.

1.8 Individual Decision. means any decision, recommendation, ranking, score, eligibility determination, approval, denial, pricing, term, targeting, investigation, enforcement action, or other differential treatment concerning an identified or identifiable individual.

1.9 Order. means the applicable AWS Marketplace product listing, public offer, private offer, order form, or other Marketplace transaction through which Buyer subscribes to the Product, including the commercial terms displayed or incorporated there.

1.10 Output and Record-Level Output. "Output" means information generated by the Product from Buyer Content. "Record-Level Output" means Output associated with, linked to, or capable of being linked to a specific record or identifiable individual, including class assignments, probabilities, confidence values, or similar estimates.

1.11 Product. means the aequumAI STRATA model package and related software, model artifacts, container images, Documentation, updates, and support materials made available under the applicable Order. Product does not include AWS infrastructure or services.

1.12 Usage Data. means AWS Marketplace entitlement, subscription, transaction, billing, metering, and usage information, and non-content operational metadata made available to Seller by AWS. Usage Data excludes Buyer Content and Record-Level Output.

2. Agreement Structure and Acceptance

2.1 Subscription and Authority. This Agreement applies to each Order that identifies or displays this Agreement as the governing EULA. Buyer's subscription, deployment, access, or use constitutes acceptance. The person accepting for Buyer represents and warrants that the person has authority to bind Buyer.

2.2 AWS Marketplace Relationship. The purchase and use of AWS Marketplace and AWS services are separately governed by Buyer's agreements with AWS. AWS is not a party to this Agreement, does not grant the Product license, and has no obligation or liability under this Agreement. Seller is responsible only for the Product and obligations expressly assigned to Seller here.

2.3 Agreement Components and Priority. This Agreement and the applicable Order constitute the agreement between Buyer and Seller for the Product. If there is a conflict: (a) a written amendment or negotiated legal term in a private offer expressly agreed by both parties controls; (b) this Agreement controls; (c) the Order controls solely as to price, quantity, subscription term, support level, and other expressly stated commercial terms; and (d) the Documentation controls solely as to technical operation. General marketing statements do not expand Seller's warranties or obligations.

2.4 Prior and Updated Versions. This version supersedes earlier STRATA EULAs only for Orders to which this version becomes applicable under the Order and AWS Marketplace procedures. An updated EULA applies to an existing subscription only when AWS Marketplace procedures or Buyer's renewed acceptance make the updated version effective. The version applicable when an Order begins continues to govern that Order unless the parties agree otherwise in writing or applicable law requires a change.

2.5 Business Use Only. Buyer represents that it is acquiring the Product for business, professional, institutional, nonprofit, or academic purposes and not for personal, family, household, or consumer use.

3. License Grant and Authorized Users

3.1 License Grant. Subject to Buyer's compliance with this Agreement and the applicable Order, Seller grants Buyer, during the subscription term, a limited, nonexclusive, nontransferable (except as permitted in Section 16.3), and non-sublicensable license to deploy and execute the Product in Buyer's AWS account, allow Authorized Users to use it, and use Output solely for the permitted Aggregate Analysis purposes in Section 4.

3.2 Affiliates and Contractors. Buyer may permit its Affiliates and contractors to act as Authorized Users solely for Buyer's permitted internal purposes. Buyer remains responsible for their acts and omissions as if they were Buyer's own, and no Affiliate or contractor receives an independent right to use the Product.

3.3 Documentation. Buyer may make a reasonable number of internal copies of the Documentation as necessary to use the Product, provided Buyer preserves all copyright, trademark, confidentiality, and proprietary notices.

3.4 Reserved Rights. The license is a right to use the Product, not a sale. No ownership of the Product, model weights, source code, architecture, methods, or other Seller technology is transferred. Seller and its licensors reserve all rights not expressly granted.

3.5 Geographic Scope. Unless Seller expressly approves otherwise in writing, Buyer may use the Product only for records associated with persons or properties in the United States and for United States fair-lending, housing-equity, compliance, policy, or research contexts. Buyer may not use the Product to infer race or ethnicity concerning persons located outside the United States without Seller's prior written approval.

4. Responsible Use Requirements and Prohibited Uses

4.1 Aggregate Analysis Only. Buyer may generate Record-Level Output solely as an intermediate analytical step in producing Aggregate Results. Record-Level Output may not be used for an Individual Decision, and Buyer shall not use aggregate labels, thresholds, segments, or geographic groupings as a pretext or proxy for making a prohibited Individual Decision.

4.2 Permitted Purposes. Subject to all other terms of this Agreement, Buyer may use the Product and Output for the following Aggregate Analysis purposes:

- internal fair-lending risk analysis under the Home Mortgage Disclosure Act (HMDA), Equal Credit Opportunity Act (ECOA), Community Reinvestment Act (CRA), and related United States laws;
- portfolio-, cohort-, or geography-level disparity, monitoring, testing, and examination-preparation analysis;
- housing equity, public policy, civil-rights, and community-impact research;
- preparation of aggregate analytical materials for internal governance, auditors, legal counsel, or regulators; and
- academic or nonprofit research and publication, subject to Sections 4.7 and 4.10.

4.3 No Individual Decisions. Buyer shall not use the Product or Output, directly or indirectly, to make, support, recommend, validate, rank, price, target, investigate, enforce, or materially influence an Individual Decision. Prohibited contexts include credit or lending; housing; employment; insurance; healthcare; education; public benefits; personalized marketing or solicitation; political targeting; law enforcement or immigration; identity verification; fraud or security decisions; servicing; collections; and any other individualized eligibility, access, or treatment determination.

4.4 No Identity Confirmation, Profiling, or Reidentification. Buyer shall not represent Output as an individual's actual, self-identified, observed, or verified race or ethnicity; use Output to create, enrich, correct, verify, or confirm an individual profile; attempt to identify or reidentify a person; or combine Output with other information for any such purpose.

4.5 No Substitution for Required Demographic Data. Output is not a substitute for information that Buyer is required by law or regulation to request, collect, maintain, verify, or report. Buyer shall not enter or submit Record-Level Output as though it were an applicant's or other person's self-identified, observed, or legally reportable race or ethnicity information. Aggregate Results may be used in internal analysis or regulator-facing analytical materials only if they are accurately described as model-based estimates and not as legally required individual demographic data.

4.6 No Illegal or Discriminatory Use. Buyer shall not use the Product or Output in violation of law, to facilitate unlawful discrimination, harassment, exclusion, or surveillance, or in any manner that materially increases the risk of harm to a protected class or an individual.

4.7 Restrictions on Disclosure. Buyer shall not publish, sell, disclose, or make available Record-Level Output to any third party except to an Authorized User or to Buyer's regulator, auditor, legal counsel, or professional adviser with a legitimate need to know and obligations of confidentiality. Buyer may publish or disclose Aggregate Results only if reasonable aggregation, suppression, and access controls prevent reconstruction of Record-Level Output or identification of data subjects and if the disclosure accurately describes material limitations.

4.8 No Resale or Service Bureau. Buyer shall not resell, sublicense, rent, lease, distribute, host, or otherwise make the Product available to a third party; use the Product to provide a standalone race or ethnicity inference service; or process third-party data as a service bureau, except that a contractor may operate the Product solely on Buyer's behalf as permitted in Section 3.2.

4.9 No Reverse Engineering or Model Extraction. Except to the limited extent a restriction is prohibited by applicable law, Buyer shall not reverse engineer, decompile, disassemble, extract, discover, or attempt to derive the Product's source code, model weights, architecture, algorithms, training data, or nonpublic methods. Buyer shall not systematically query the Product, use Output as labels, or otherwise use the Product or Output to train, fine-tune, calibrate, validate, or develop a competing or substitute race or ethnicity inference model. Internal validation required by Section 5.2 is permitted so long as it is not used for model extraction or competitive development.

4.10 Research Publication and Attribution. Buyer may publish Aggregate Results from good-faith academic, nonprofit, policy, or scientific research if the publication: (a) states that classifications are probabilistic model estimates and not self-identified or verified race or ethnicity; (b) discloses material limitations relevant to the study; (c) does not disclose Record-Level Output; and (d) cites S. Chalavadi, A. Pastor, and T. Leitch, "LSTM+Geo with xgBoost Filtering: A Novel Approach for Race and Ethnicity Imputation with Reduced Bias," arXiv:2504.21259 (2025), doi:10.48550/arXiv.2504.21259. The cited research may not describe the exact production Product version.

4.11 No Circumvention. Buyer shall not direct, encourage, assist, or permit another person to do anything prohibited by this Agreement or use a derivative, transformed, thresholded, aggregated, or combined version of Output to evade a restriction.

5. Buyer Responsibilities

5.1 Rights and Legal Authority. Buyer is responsible for Buyer Content and represents and warrants that it has all rights, notices, consents, authorizations, and other legal bases necessary to collect, use, and process Buyer Content with the Product and to create and use Output as permitted by this Agreement.

5.2 Validation and Qualified Review. Before relying on Aggregate Results, Buyer shall evaluate the Product on data reasonably representative of Buyer's intended population and use case; document assumptions, thresholds, exclusions, and material limitations; monitor for changes in data quality and performance; and obtain review by personnel qualified in fair lending, statistics, compliance, privacy, and law as appropriate. Buyer is responsible for determining whether a use is scientifically and legally appropriate.

5.3 Separation from Decision Systems. Buyer shall maintain reasonable technical and procedural controls to keep Record-Level Output segregated from loan-origination, underwriting, pricing, employment, insurance, housing, marketing, identity, fraud, servicing, collections, and other systems or workflows used for Individual Decisions. Access to Record-Level Output must be limited to personnel performing permitted Aggregate Analysis.

5.4 AWS Configuration and Security. Buyer is responsible for its AWS account and configurations, including identity and access management, region selection, network configuration, encryption, storage, logging, monitoring, backups, endpoint and job management, retention, and deletion. Buyer shall use reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of Buyer Content and Output.

5.5 Data Minimization and Retention. Buyer shall limit Buyer Content and Record-Level Output to what is reasonably necessary for the permitted purpose, restrict access, and delete or de-identify Record-Level Output when it is no longer needed, subject to applicable legal, audit, examination, and litigation-hold obligations.

5.6 Regulatory Responsibility and Privilege. Buyer is solely responsible for its compliance obligations and regulatory submissions. Use of the Product does not by itself create attorney-client privilege, attorney work-product protection, self-test privilege under Regulation B, or any other privilege or protection. Buyer is responsible for structuring any privileged review with qualified counsel.

5.7 Authorized Users and Notice of Misuse. Buyer shall ensure Authorized Users comply with this Agreement and shall promptly notify Seller at terry@aequum.ai if Buyer becomes aware of a material breach of Section 4, unauthorized access to the Product, or a Product vulnerability reasonably likely to create material risk.

6. Ownership and Intellectual Property

6.1 Seller Materials. Seller and its licensors retain all right, title, and interest in and to the Product, Documentation, model weights, container images, source and object code, architecture, algorithms, training and evaluation methods, research, trademarks, updates, improvements, and derivative works, together with all intellectual-property and proprietary rights in them.

6.2 Buyer Content. As between Buyer and Seller, Buyer retains all right, title, and interest in Buyer Content. Seller receives no ownership right in Buyer Content under this Agreement.

6.3 Output and Buyer-Created Materials. Buyer may retain and use Output only as permitted by this Agreement. To the extent Seller owns or acquires any intellectual-property right in Output, Seller grants Buyer a nonexclusive, perpetual license to retain and use Aggregate Results and lawfully retained Record-Level Output solely in accordance with this Agreement. As between the parties, Buyer owns reports, presentations, analyses, and other materials created by Buyer, excluding the Product, Documentation, Seller trademarks, and other Seller materials incorporated in them.

6.4 Feedback. Buyer may provide suggestions or feedback about the Product. Buyer grants Seller a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate feedback without restriction or attribution, provided Seller does not identify Buyer as the source without Buyer's consent. Feedback excludes Buyer Content and Buyer's confidential information.

6.5 Open Source and Third-Party Components. The Product may include open-source or third-party components governed by separate license terms. Required notices and applicable terms, if any, will be included in the Documentation. Those terms control only for the applicable component and do not expand Buyer's rights in the Product as a whole.

6.6 Proprietary Notices. Buyer shall not remove, obscure, or alter any copyright, trademark, confidentiality, attribution, or other proprietary notice in the Product or Documentation.

7. Data Handling, Privacy, and Security

7.1 Standard AWS Marketplace Architecture. In the standard AWS Marketplace deployment, AWS deploys the Product in an Amazon SageMaker AI environment associated with Buyer's AWS account and without network access available to the model container. Buyer Content submitted for inference remains within the AWS-controlled environment associated with Buyer's account, subject to Buyer's AWS configuration and agreements with AWS.

7.2 No Seller Access to Buyer Content. Seller does not receive or have technical access to Buyer Content or Record-Level Output submitted to or generated by the Product through the standard deployment. Seller will not intentionally include functionality designed to transmit Buyer Content or Record-Level Output to Seller or another third party. Because Seller does not receive such content through the standard deployment, Seller does not use it to train, retrain, or improve the Product.

7.3 Usage Data. AWS may provide Seller with Usage Data for entitlement verification, metering, billing, support, fraud prevention, compliance, product administration, and related business purposes. Usage Data does not include the names, addresses, borrower records, input files, or Record-Level Output processed by Buyer.

7.4 Support Materials Voluntarily Provided by Buyer. Buyer should not send names, addresses, borrower records, or other personal data to Seller by email or ordinary support channels. If Buyer voluntarily provides files, samples, logs, or other information to Seller for support, evaluation, or another service, that information is outside the standard no-access architecture and will be governed by this Agreement and any separate written data-handling terms agreed by the parties. Seller may require synthetic or de-identified examples and a secure transfer method.

7.5 AWS Responsibility. AWS operates the AWS Marketplace and SageMaker AI infrastructure under Buyer's agreements with AWS. Seller does not control and is not responsible for AWS service availability, infrastructure security, data residency, backups, retention, access controls, billing systems, or changes to AWS services, except to the extent a matter is caused by Seller's breach of an express obligation in this Agreement.

7.6 Privacy Roles. As between Buyer and Seller, Buyer determines the purposes and means for which Buyer Content is processed and is responsible for privacy notices, legal bases, consents, rights requests, impact assessments, and other obligations applicable to Buyer's use. This contractual allocation does not alter any role or obligation that applicable law assigns based on the facts.

7.7 Security Updates and Vulnerabilities. Seller may provide patches, replacements, or updated model packages to address vulnerabilities or comply with AWS requirements. Buyer shall deploy security updates within a reasonable time after they are made available. Seller may suspend or discontinue a materially vulnerable version where reasonably necessary to protect users, comply with law, or meet AWS Marketplace requirements.

8. Model Limitations and Regulatory Disclaimers

8.1 Probabilistic Estimates. The Product generates probabilistic statistical estimates from names, geography, and other supported inputs. Output may be inaccurate, incomplete, biased, uncertain, or unavailable and may produce false positives, false negatives, and materially different results across populations, locations, time periods, datasets, and data-quality conditions.

8.2 Documentation and Performance Information. The then-current Documentation describes the production version, supported inputs and classes, evaluation methods, known limitations, and available performance information. Any evaluation metric is illustrative, applies only to the stated dataset and configuration, and is not a warranty of performance on Buyer's data or intended use. Buyer shall not assume that research-paper results apply to the production Product.

8.3 Unsupported or Low-Support Classes. Buyer shall follow all exclusions, warnings, confidence rules, and suppression guidance in the Documentation. If the Documentation identifies a class, population, geography, or use as unsupported or unsuitable for a stated analytical purpose, Buyer shall not use the applicable Output for that purpose.

8.4 Analytical Tool Only. The Product is an analytical tool and not a compliance determination, legal opinion, audit conclusion, credit or housing decision system, or substitute for qualified statistical, compliance, privacy, or legal review. Seller does not represent or warrant that use of the Product or Output will satisfy any law, examination standard, evidentiary standard, reporting requirement, or regulator expectation.

8.5 Research Background. Certain methods relevant to the Product are discussed in S. Chalavadi, A. Pastor, and T. Leitch, "LSTM+Geo with xgBoost Filtering: A Novel Approach for Race and Ethnicity Imputation with Reduced Bias," arXiv:2504.21259 (2025), doi:10.48550/arXiv.2504.21259. The production Product may differ from the research implementation, datasets, ensemble configuration, thresholds, and results described in that paper.

8.6 No Legal Advice or Privilege. Seller does not provide legal advice through the Product, Documentation, support, or Output. Buyer should obtain advice from qualified counsel regarding permitted use, reporting, examinations, fair-lending obligations, privacy, civil-rights laws, and privilege.

9. Fees, Billing, Taxes, and Refund Policy

9.1 Commercial Terms. Software fees, pricing dimensions, usage units, subscription period, and other commercial terms are stated in the applicable Order. This Agreement does not establish a per-record, per-inference, hourly, or other price independent of the Order.

9.2 AWS Billing and Collection. AWS will meter, invoice, collect, remit, and administer software charges in accordance with the Order and Buyer's agreements with AWS. Buyer shall pay all amounts when due through AWS Marketplace. Seller does not separately invoice Buyer for Marketplace software charges unless the parties expressly agree in writing for a separate service.

9.3 AWS Infrastructure Charges. Buyer is separately responsible for all AWS infrastructure and service charges associated with deploying and using the Product, including charges for SageMaker AI, compute, storage, networking, logging, and related services. Those charges are established and administered by AWS and are not Product fees.

9.4 Taxes. Buyer is responsible for sales, use, value-added, withholding, and similar taxes or governmental charges arising from an Order, except taxes based on Seller's net income, in each case as allocated and administered under the Marketplace transaction and applicable law.

9.5 Refund Policy. Except for refunds that AWS is authorized or required to issue under then-current AWS Marketplace policies or applicable law, software charges already incurred or invoiced are non-refundable. Buyer may request a billing adjustment for a verified duplicate charge, metering error, or material inability to use the Product caused solely by a confirmed Product defect by emailing terry@aequum.ai within thirty (30) days after the applicable invoice and providing sufficient transaction and technical details. Seller will investigate in good faith and, if Seller approves a full or partial software refund, will submit or authorize the adjustment through AWS Marketplace. Refunds of AWS infrastructure charges are governed solely by AWS.

9.6 Billing Disputes. Buyer shall use AWS Marketplace procedures for invoice and payment disputes and shall promptly provide Seller with information reasonably necessary to investigate a claimed Product metering error. A dispute does not excuse payment of undisputed amounts.

10. Support, Updates, and Availability

10.1 Documentation and Support. Seller will make Documentation available and provide the support, if any, described in the Order or Product listing. Unless a separate service level is stated in the Order, support is provided by email at terry@aequum.ai on a commercially reasonable efforts basis and no response or resolution time is guaranteed.

10.2 Updates. Seller may issue bug fixes, security updates, model updates, Documentation updates, and other changes. Updates may alter classifications, probabilities, performance, supported classes, technical requirements, or Output for the same Buyer Content. Buyer shall review release notes and revalidate its Aggregate Analysis after a material update before relying on new Output.

10.3 Material Reduction. Seller will not intentionally make a material reduction in the core licensed functionality during a fixed subscription term unless reasonably necessary for security, legal compliance, third-party rights, model integrity, or AWS Marketplace requirements. Where commercially practicable, Seller will provide notice of a material reduction and a reasonable migration or wind-down period.

10.4 Deprecation and Discontinuation. Seller may deprecate or discontinue a Product version or the Product. Where commercially practicable and not prevented by a security, legal, or AWS requirement, Seller will provide at least thirty (30) days' notice before discontinuing a version that Buyer is actively using. Buyer is responsible for completing or exporting permitted Aggregate Results before access ends.

10.5 Third-Party Dependencies. The Product depends on AWS and may depend on third-party or open-source components. Seller is not responsible for an outage, deprecation, incompatibility, or change caused by AWS or another third party that is outside Seller's reasonable control, but Seller may use commercially reasonable efforts to provide a workaround or update.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means nonpublic information disclosed by or on behalf of one party (the "Disclosing Party") to the other (the "Receiving Party") that is marked confidential or reasonably should be understood as confidential given its nature and the circumstances. Buyer Content, Record-Level Output, and Buyer's nonpublic analyses are Buyer's Confidential Information. The Product's nonpublic code, model artifacts, architecture, security information, pricing, and methods are Seller's Confidential Information.

11.2 Protection and Use. The Receiving Party shall protect Confidential Information using at least reasonable care and no less than the care it uses for similar information of its own. It may use Confidential Information only to perform or exercise rights under this Agreement and may disclose it only to personnel, Affiliates, contractors, professional advisers, auditors, or regulators who have a need to know and are subject to appropriate confidentiality obligations.

11.3 Exclusions. Confidential Information does not include information that the Receiving Party can document: (a) is or becomes public through no breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

11.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, court order, subpoena, or regulator request, provided it gives prompt notice where legally permitted and reasonably cooperates, at the Disclosing Party's expense, with efforts to obtain confidential treatment or a protective order.

11.5 Duration. The obligations in this Section continue during the term and for five (5) years afterward, except that trade secrets must be protected for so long as they remain trade secrets under applicable law and retained Record-Level Output remains subject to the use and disclosure restrictions in this Agreement for as long as it is retained.

11.6 Equitable Relief. Unauthorized use or disclosure of Confidential Information, the Product, or model artifacts may cause irreparable harm for which monetary damages are inadequate. The affected party may seek injunctive or equitable relief in addition to other remedies, without waiving any applicable bond requirement.

12. Limited Warranties and Disclaimer

12.1 Authority. Each party represents that it has the power and authority to enter into this Agreement. Buyer additionally represents that its acceptance and performance do not violate an agreement binding Buyer.

12.2 Limited Product Warranty. For thirty (30) days after Buyer's initial subscription to the Product, Seller warrants that, when used in material compliance with the Documentation and this Agreement, the Product will materially conform to the Documentation. Seller also will use commercially reasonable practices designed to avoid introducing malicious code into the Product.

12.3 Exclusive Warranty Remedy. Buyer must notify Seller in writing of a claimed breach of Section 12.2 during the warranty period and provide information reasonably necessary to reproduce the issue. Seller's sole obligation and Buyer's exclusive remedy is, at Seller's option, to use reasonable efforts to correct or replace the nonconforming Product or, if Seller cannot do so within a reasonable period, to authorize a refund of affected Product software charges incurred during the warranty period and permit termination of the subscription through applicable AWS procedures.

12.4 Warranty Exclusions. The limited warranty does not apply to an issue caused by Buyer Content; use contrary to this Agreement or Documentation; Buyer or third-party modification; combination with unsupported systems or data; failure to deploy an update; AWS or third-party services; or events outside Seller's reasonable control.

12.5 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 12.2, THE PRODUCT, OUTPUT, DOCUMENTATION, SUPPORT, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, COMPATIBLE WITH BUYER'S SYSTEMS, OR FREE OF FALSE POSITIVES, FALSE NEGATIVES, BIAS, OR PERFORMANCE VARIATION; THAT ANY STATED METRIC WILL BE ACHIEVED ON BUYER'S DATA; OR THAT THE PRODUCT OR OUTPUT WILL SATISFY A LAW, REGULATOR, EXAMINATION, AUDIT, EVIDENTIARY REQUIREMENT, OR COMPLIANCE OUTCOME. BUYER ASSUMES THE RISK OF SELECTING AND USING THE PRODUCT FOR ITS PERMITTED AGGREGATE ANALYSIS.

13. Indemnification

13.1 Buyer Indemnity. To the extent permitted by law, Buyer shall defend Seller, its Affiliates, and their respective officers, directors, employees, and agents against any third-party claim, demand, action, investigation, or proceeding, including a governmental or regulatory proceeding (each, a "Claim"), and indemnify them from resulting damages, judgments, settlements, penalties, costs, and reasonable attorneys' fees, to the extent arising from or relating to: (a) Buyer Content; (b) Buyer's lack of rights, notice, consent, or legal authority; (c) Buyer's use of the Product or Output in violation of Section 4 or applicable law; (d) an Individual Decision made, supported, or influenced by Buyer; (e) Buyer's representation of Output as actual or verified identity information; (f) Buyer's unauthorized disclosure of Record-Level Output; or (g) Buyer's material breach of this Agreement.

13.2 Seller Intellectual-Property Indemnity. Seller shall defend Buyer against a third-party Claim alleging that Buyer's authorized use of the unmodified Product directly infringes a United States patent, copyright, or trademark, and shall pay damages finally awarded or amounts agreed in a settlement approved by Seller. This obligation does not apply to a Claim arising from Buyer Content, Output, a combination not supplied or approved by Seller, a Buyer or third-party modification, use outside the Documentation or this Agreement, continued use after Seller provides a non-infringing replacement or notice to stop, or a technology or method not created by Seller.

13.3 Infringement Remedies. If the Product is or is likely to become subject to an infringement Claim, Seller may: (a) obtain the right for Buyer to continue using it; (b) modify or replace it with substantially equivalent non-infringing functionality; or (c) terminate the affected subscription and authorize a refund of prepaid, unused Product software fees, if any. Sections 13.2 and 13.3 state Buyer's exclusive remedy and Seller's entire liability for intellectual-property infringement or misappropriation Claims.

13.4 Procedure. The indemnified party shall promptly notify the indemnifying party of a Claim, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement. A delay in notice relieves the indemnifying party only to the extent materially prejudiced. The indemnifying party may not settle a Claim in a manner that admits fault

by, imposes nonmonetary obligations on, or fails to fully release the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld.

14. Limitation of Liability

14.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. WITHOUT LIMITING THE FOREGOING, SELLER WILL NOT BE LIABLE FOR REGULATORY FINES, PENALTIES, RESTITUTION, EXAMINATION COSTS, REMEDIATION COSTS, OR CLAIMS ARISING FROM BUYER'S COMPLIANCE OBLIGATIONS OR AN INDIVIDUAL DECISION.

14.2 Aggregate Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCT, OUTPUT, AN ORDER, OR THIS AGREEMENT, UNDER ALL THEORIES AND FOR ALL CLAIMS, WILL NOT EXCEED THE GREATER OF ONE HUNDRED UNITED STATES DOLLARS (US \$100) OR THE PRODUCT SOFTWARE FEES PAID OR PAYABLE BY BUYER THROUGH AWS MARKETPLACE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. THIS CAP APPLIES TO SELLER'S OBLIGATIONS UNDER SECTION 13.2.

14.3 Exceptions. Sections 14.1 and 14.2 do not limit: (a) Buyer's payment obligations; (b) Buyer's liability for breach of Sections 4, 6.6, or 11, infringement or misappropriation of Seller's intellectual-property rights, or Buyer's obligations under Section 13.1; (c) either party's fraud, willful misconduct, or liability that cannot legally be limited; or (d) a party's right to seek equitable relief. Nothing in this Section expands a party's liability beyond what applicable law otherwise permits.

14.4 Allocation of Risk. The limitations, exclusions, and disclaimers in this Agreement are an essential basis of the bargain and apply even if a remedy fails of its essential purpose.

15. Term, Suspension, and Termination

15.1 Term. This Agreement begins for Buyer when Buyer accepts the applicable Order and continues until the Order and all authorized use of the Product end, unless terminated earlier under this Agreement.

15.2 Suspension. Seller may immediately suspend or restrict Buyer's right to use the Product, to the extent technically and contractually available through AWS, if Seller reasonably believes that: (a) Buyer has violated Section 4; (b) use creates a material security, legal, discrimination, or third-party-rights risk; (c) Buyer is attempting model extraction or unauthorized access; (d) payment is materially overdue and AWS permits suspension; or (e) suspension is required by law or AWS. Where reasonably practicable, Seller will give notice and limit the suspension to what is necessary.

15.3 Termination for Cause. Either party may terminate an Order for the other party's material breach if the breach is not cured within thirty (30) days after written notice. Seller may terminate immediately for an incurable breach; repeated material breach; unlawful use; a prohibited Individual Decision; model extraction; infringement or misuse of Seller intellectual property; or conduct reasonably likely to cause material harm to Seller, AWS, a data subject, or a third party.

15.4 Marketplace Cancellation. Cancellation, non-renewal, and the end of billing are governed by the applicable Order and AWS Marketplace procedures. Buyer may use buyer self-service cancellation only where AWS makes it available; other agreement types may require Seller to initiate a cancellation request. Buyer must terminate all active endpoints, Batch Transform jobs, and other Product resources as required by AWS to stop further charges. Cancellation does not automatically refund charges already incurred or invoiced.

15.5 Effect of Expiration or Termination. Upon expiration or termination, Buyer shall stop launching or using the Product, terminate related endpoints and jobs, and cease generating new Output. Buyer shall delete Product artifacts under its control and delete Record-Level Output that is no longer required. Buyer may retain Aggregate Results and may retain archival Record-Level Output only to the extent required by law, regulation, audit, examination, litigation hold, or substantiation of previously completed Aggregate Analysis, provided retained material remains access-restricted and subject to Sections 4, 5, 6, 8, and 11.

15.6 Refunds on Termination. Termination or cancellation does not create a refund right except as expressly provided in Sections 9.5, 12.3, or 13.3 or required by AWS Marketplace policy or applicable law.

15.7 Survival. Sections 1, 4, 5.1, 5.5, 5.6, 6, 7.3 through 7.6, 8, 9, 11, 12.5, 13, 14, 15.5 through 15.7, and 16 survive expiration or termination to the extent necessary to give them effect.

16. General Terms

16.1 Governing Law and Venue. This Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Each party consents to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York, for a dispute arising out of or relating to this Agreement.

16.2 Export Controls and Sanctions. Buyer shall comply with applicable export-control, sanctions, and trade laws. Buyer shall not permit access to or use of the Product by a prohibited person, in a prohibited country or territory, or for a prohibited end use.

16.3 Assignment. Buyer may not assign or transfer this Agreement or an Order without Seller's prior written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all assets that is not a competitor of Seller and that agrees in writing to be bound. Seller may assign this Agreement to an Affiliate or in connection with a merger, reorganization, financing, or sale of the Product or substantially all related assets. An attempted assignment contrary to this Section is void.

16.4 Notices. Legal notices must be in writing and sent: (a) to Seller at terry@aequum.ai and to the postal address shown in Seller's then-current AWS Marketplace seller profile; and (b) to Buyer at the email or address associated with Buyer's AWS Marketplace account or stated in the Order. Notices are effective on confirmed delivery, except routine Product, security, support, and operational notices may be delivered through AWS Marketplace, the Documentation, or email.

16.5 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, war, terrorism, labor disruption, utility or internet failure, governmental action, epidemic, cyberattack not caused by that party's breach, or AWS or other cloud-service outage. This Section does not excuse Buyer's obligation to pay amounts already incurred.

16.6 United States Government Users. The Product and Documentation are commercial computer software and commercial computer software documentation. Any use, reproduction, release, modification, disclosure, or transfer by or for the United States Government is governed solely by this Agreement and the applicable commercial license rights and is prohibited except to the extent expressly permitted here.

16.7 Independent Parties; AWS. The parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary, employment, franchise, agency, or exclusive relationship. Neither party may bind the other. AWS is not a party, licensor, agent, or guarantor under this Agreement.

16.8 No Third-Party Beneficiaries. Except for the indemnified persons identified in Section 13, this Agreement creates no third-party beneficiary rights.

16.9 Entire Agreement and Reliance. This Agreement and the applicable Order are the entire agreement between Buyer and Seller regarding the Product and supersede prior or contemporaneous proposals, statements, and communications on that subject. Buyer acknowledges that it is not relying on a representation or warranty not expressly stated in this Agreement or the Order.

16.10 Amendments. A negotiated amendment must be in writing and accepted by authorized representatives of both parties, including through an applicable private offer. Seller may update the EULA for future Orders. An update does not retroactively amend an existing Order except as permitted by Section 2.4.

16.11 Severability and Waiver. If a provision is held unenforceable, it will be enforced to the maximum permissible extent and the remaining provisions remain in effect. A waiver must be in writing and applies only to the specific instance. Failure or delay to enforce a right is not a waiver.

16.12 Interpretation. 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 a party because it drafted or proposed a provision.

16.13 Electronic Acceptance. Electronic acceptance, subscription, and records have the same legal effect as signed originals. No handwritten signature is required.

BY SUBSCRIBING TO, DEPLOYING, ACCESSING, OR USING AEQUUMAI STRATA, BUYER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT.

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