

SEPTEMBER 8, 2025

COHERE CHANNEL PARTNER MARKETPLACE –TERMS OF SERVICE

These Cohere Channel Partner Marketplace – Terms of Service (the “**Agreement**”) form an agreement between you (“**Customer**”) and Cohere Inc. (“**Cohere**”) and govern your use of the Services or Cohere Products that are made available via a third party AI marketplace (each, a “**Channel Partner Marketplace**”) by the applicable third party marketplace provider and its affiliates (the “**Channel Partner**”).

This Agreement is entered into on the earlier of the date Customer: (a) first uses any part of the Cohere Property; or (b) first electronically consents to or executes a version of this Agreement (such date, the “**Effective Date**”). Cohere and Customer are each referred to as a “**Party**” and collectively as the “**Parties**.”

BY USING THE COHERE PROPERTY, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 11(I) (AMENDMENTS). IF CUSTOMER DOES NOT HAVE ACCESS TO OR USE OF THE APPLICABLE CHANNEL PARTNER MARKETPLACE, THEN CUSTOMER WILL NOT BE ABLE TO HAVE ACCESS TO OR USE OF THE COHERE PROPERTY. IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE COHERE PROPERTY. IF CUSTOMER IS USING THE COHERE PROPERTY ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO COHERE THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.

1. Cohere AI Services - Access to Cohere Models through Channel Partner APIs

- (a) Cohere AI Services – Provision of Cohere Models through Channel Partner APIs. Cohere makes available its Cohere Models through the Channel Partner APIs. The Channel Partner APIs are hosted, managed and made available by the applicable Channel Partner through the applicable Channel Partner Marketplace.
 - (i) Subject to Customer’s compliance with the terms and conditions of this Agreement, Cohere will:
 - (A) enable the applicable Channel Partner Marketplace to make available the Cohere AI Services to Customer (as hosted by the Channel Partner); and
 - (B) grant to Customer a revocable, non-exclusive, non-sublicensable, non-transferrable, and limited license to access and use any Cohere Documentation to facilitate Customer’s use of the Cohere AI Services.

- (b) No Access to Customer Data. In providing the Cohere Products to Customer through the Channel Partner APIs, Cohere will not have access to or receive any Customer Data other than as set out in Section 10 (Support Services) nor will Cohere train its models on Customer Data. Cohere will receive certain usage data from the applicable Channel Partner, as described in Section 4(c) (Usage Data).

(c) Changes to the Channel Partner Marketplace and Cohere Products.

- (i) Customer acknowledges and agrees that the applicable Channel Partner may make changes to the applicable Channel Partner Marketplace that may impact Customer's access to or use of the Cohere Products.
- (ii) Customer acknowledges and agrees that Cohere is not responsible (or liable) for any products or services made available to Customer by the applicable Channel Partner, including the availability or functionality of the applicable Channel Partner Marketplace, or for any access to, disclosure, modification or deletion of Customer Data in connection with the applicable Channel Partner Marketplace. The Customer may have a separate agreement with the applicable Channel Partner in relation to the applicable Channel Partner Marketplace.

2. Restrictions on Use

Customer will not, and will not permit any other Person to, use the Services or the Cohere Products, except as expressly permitted by this Agreement. Without limiting the generality of the foregoing, Customer will not, and will not permit any other Person, including any User, to:

- (a) access or use the Services or Cohere Products, or develop any Customer Application in a manner that: (i) violates the Usage Policy; (ii) infringes, violates or misappropriates any third party's Intellectual Property Rights or rights of publicity, personality or privacy, including by processing any Customer Data that infringes, violates or misappropriates any such rights or for which Customer does not have all necessary consents and licenses; (iii) adversely affects the reputation or goodwill of Cohere or any of its trademarks, or the relationships between Cohere and its customers and licensors; or (iv) otherwise violates any applicable law;
- (b) access or use the Services or Cohere Products, use any Customer Output, or develop a Customer Application: (i) for the purpose of building or training a similar or competitive product or service (such as an AI model competitive with the Cohere Models); (ii) for the purpose of developing an application that replicates the look and feel of the Services or Cohere Products; (iii) for the purpose of benchmarking or conducting competitive analysis of the Services or Cohere Products; or (iv) for the purpose of building, or understanding how to build, a similar or competitive product, services or models, including large language models, provided that, without the intention of circumventing the

foregoing prohibition, access and use of the Cohere Products to power a chatbot or to otherwise enable functionality of a Customer Application would not be competitive with the Cohere Products;

- (c) distribute, sub-license, permit access to, or otherwise make the Services or Cohere Products, or any part thereof, available to any Person, except as permitted in Section 3(b) (User Responsibility);
- (d) Modify (without the prior written approval of Cohere), decompile, reverse engineer, reverse assemble, or disassemble the object code of any of the Services or the Cohere Products;
- (e) remove or obscure any proprietary notices or labels on the Services or Cohere Products; or
- (f) access or use the Services or Cohere Products from a Restricted Location.

3. **Customer Application Requirements**

- (a) Customer Applications. Customer is permitted to develop a Customer application that interfaces with the Cohere Products (“**Customer Application**”), subject to the other requirements of this Agreement, including any limitations specified in an Order Form. Customer acknowledges and agrees that Customer is solely responsible for Customer Applications, including: (i) integrating the applicable Cohere Product with the Customer Application, and Cohere is not responsible or liable for any failure of such integration or of the Customer Application; and (ii) evaluating Customer Outputs for accuracy and appropriateness for Customer’s use case(s), including determining where human review is appropriate, and Cohere is not responsible or liable for any such evaluation.
- (b) User Responsibility. Customer acknowledges and agrees that Customer is responsible and liable for any access to or use of the Services or Cohere Products by its Users, including for any breach of this Agreement by any User. Any act or omission by any User in breach of this Agreement will be deemed to be a breach of this Agreement by Customer. In the event of any breach by a User of this Agreement, Customer will immediately notify Cohere of such breach and, without limiting Cohere’s other rights or remedies under this Agreement, will follow Cohere’s instructions, which instructions may include restricting such User from accessing or using the Services or Cohere Products. Customer further acknowledges and agrees that End Users are not permitted to access or use any Services or Cohere Products other than indirectly through the Customer Application, and only Development Users are permitted to have direct access to or use of the Services or Cohere Products (e.g., only Development Users may have direct access to the Channel Partner APIs).
- (c) Customer Credentials. If applicable to the Cohere Product, Customer is responsible for ensuring any login credentials (“**Customer Credentials**”) are: (i) kept secure, (ii) only provided to and used by authorized Users (and only by

Development Users in the case of direct access to the Cohere Products), and (iii) not shared between more than one unique User. Customer acknowledges and agrees that any use of the Cohere Products through Customer Credentials will be deemed to be used by Customer, and Customer will be responsible for all such use, including any associated Fees. In no event will Cohere be responsible or liable for any unauthorized access to or use of the Cohere Products.

4. **Intellectual Property; Ownership**

- (a) Ownership of Cohere Products. Cohere or its licensors own all rights, title and interest, including Intellectual Property Rights, in and to the Services and the Cohere Property. All rights not expressly granted by Cohere to Customer under this Agreement are reserved. The Cohere Products are made available through the applicable Channel Partner, and not “sold”, to Customer. Notwithstanding the foregoing, Cohere makes no claim of ownership over any Modifications to the Cohere AI Services created solely as a result of the Cohere AI Services having been fine-tuned by or on behalf of Customer based on Customer Data (“**Finetuning IP**”).
- (b) Customer Data. As between Customer and Cohere, Customer retains all ownership and Intellectual Property Rights in and to Customer Data. Customer agrees that, due to the nature of Cohere Models, if another customer uses an input similar to a Customer Input, Cohere Products may generate an output similar or identical to a Customer Output, and Cohere disclaims any representation, warranty or condition that a Customer Output is unique to Customer. Accordingly, Cohere will not be obligated to indemnify Customer against any Losses alleging that a Customer Output is similar to or identical with another customer’s output.
- (c) Usage Data. Customer agrees that Cohere may receive usage data from the applicable Channel Partner, including volume of Customer usage (“**Usage Data**”), to understand the usage and performance of the Cohere AI Services, and such Usage Data is not Customer Data.

5. **Fees and Payment**

Customer will be responsible for paying to the applicable Channel Partner all applicable fees and taxes related to the use of the Cohere Products, including the Cohere AI Services (the “**Fees**”).

6. **Confidential Information**

- (a) Definitions. For the purposes of this Agreement, a Party receiving Confidential Information will be the “**Recipient**”, the Party disclosing such information will be the “**Discloser**” and “**Confidential Information**” of Discloser means any and all information of a proprietary or confidential nature concerning the business, affairs, operations, properties, assets (including technology and intellectual property), employees, customers, suppliers contracts, prospects, liabilities, research, processes or methods of operation of Discloser, its licensors, or its

affiliates (which includes, in the case of Cohere, Cohere Products), as well as any reproductions, summaries, analyses or extracts of such information. Notwithstanding the foregoing, Confidential Information does not include:

- (i) information already known to Recipient prior to the Effective Date or that subsequently becomes known to Recipient from a third party that has no obligation to the Discloser to keep such information confidential;
 - (ii) information that is publicly available prior to the Effective Date, or that subsequently becomes publicly available through no breach of this Agreement or wrongful act of Recipient;
 - (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations; or
 - (iv) information that Recipient can demonstrate (through written records) was independently developed by it or by individuals employed or engaged by Recipient who did not participate in any meetings with the Discloser and who developed such information without having had any access to, or the benefit of, Discloser's Confidential Information.
- (b) Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will only use or reproduce the Confidential Information of Discloser to exercise its rights or perform its obligations under this Agreement and will not:
- (i) disclose Confidential Information of the Discloser to any Person, except to its own personnel, subcontractors or affiliates that have a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, who are contractually or otherwise legally bound to hold the Confidential Information in the strictest confidence, and to such other Persons as Discloser may approve in writing;
 - (ii) otherwise use Confidential Information of the Discloser; or
 - (iii) alter or remove from any Confidential Information of Discloser any proprietary legend.
- (c) Safeguards. Each Party will take industry standard precautions and measures to safeguard the other Party's Confidential Information as may be reasonable in the circumstances to prevent improper use or disclosure of Discloser's Confidential Information, which will, in any event, be at least as stringent as the precautions that Recipient takes to protect its own Confidential Information of a similar type.
- (d) Personnel. Recipient will be responsible for any breach of this Section 6 by any of its personnel, subcontractors or affiliates.

- (e) Exceptions to Confidentiality. Notwithstanding Section 6(b), Recipient may disclose Discloser's Confidential Information:
 - (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by applicable law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order;
 - (ii) to its legal counsel and other professional advisors if and to the extent such Persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or
 - (iii) in the case of where the Recipient is Cohere, to Cohere's potential assignees, acquirers or successors of Cohere if and to the extent such Persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Cohere.
- (f) Return or Destruction. Upon Discloser's request or upon termination or expiration of this Agreement and all Order Forms under this Agreement, Recipient will promptly return or destroy Discloser's Confidential Information within Recipient's custody or control and will certify that it has returned or destroyed, as the case may be, all such Confidential Information. For the avoidance of doubt, Cohere will not be required to return or destroy Customer Data, as Cohere will not have access to Customer Data (except as provided by Customer in connection with Section 10 (Support Services), in which case, such Customer Data will be returned or destroyed in accordance with this subsection (f)).
- (g) Privacy. Customer understands that personal information received by Cohere (if any) will be treated in accordance with Cohere's privacy policy located at <https://cohere.com/privacy> as may be updated by Cohere's from time to time.

7. **Warranty and Disclaimer; Indemnification**

- (a) GENERAL DISCLAIMER. COHERE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE COHERE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SERVICES OR THE COHERE PRODUCTS WILL BE ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE COHERE PRODUCTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE COHERE PRODUCTS (OR ANY PART THEREOF) AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY COHERE TO CUSTOMER

ARE PROVIDED “AS IS” AND “AS AVAILABLE”. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY PRODUCTS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD PARTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COHERE HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, COHERE EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA, OUTPUT, OR OTHER CONTENT PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE SERVICES OR THE COHERE PRODUCTS (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

- (b) Customer Indemnity. Customer will defend, indemnify and hold harmless Cohere, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all Losses directly or indirectly arising from a third party Claim in connection with or relating to any of the following: (i) Customer Data; (ii) Customer’s (or any User’s) breach of this Agreement; or (iii) use of the Cohere Products (or any part thereof) by Customer or any User in combination with any Customer Application, third party software, application or service.
- (c) Cohere Indemnity. Cohere will defend, indemnify and hold harmless Customer, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all Losses arising from a third party Claim alleging that access to or use of the Cohere Products, as permitted pursuant to this Agreement, infringes, violates, or misappropriates a third party’s Intellectual Property Rights; against the amount of any adverse final judgement or settlement.

The obligations of Cohere in this Section 7(c) (Cohere Indemnity) will not apply to the extent that a Claim by a third party is: (i) based on the unauthorized use by Customer (or any User) of the Cohere Products in a manner not permitted by the Agreement, if such Claim would not have arisen but for such unauthorized use by Customer (or its Users); (ii) based on the Modification of any Cohere Products by any party other than Cohere in a manner not permitted by this Agreement, if such Claim would not have arisen but for such Modification; (iii) based on the Customer Inputs; (iv) regarding the Customer Outputs infringing, violating or misappropriating copyright rights of a third party, in which case, the Copyright Assurance will apply; or (v) based on use of the Cohere Products by Customer (or

any User) in combination with any Customer Application, third party software, application or service.

(d) Copyright Assurance.

(i) Subject to paragraph (ii) below, Cohere will defend and indemnify Customer, its employees, officers, directors, affiliates, agents, successors and assigns against any and all Losses arising from a third party Claim alleging that any Customer Output infringes, violates or misappropriates any copyright of the third party, against the amount of any adverse final judgement or settlement (“**Copyright Assurance**”).

(ii) The Copyright Assurance will not apply if:

- (A) Customer is not required to pay any Fees;
- (B) Customer (or any User) has breached the terms of this Agreement, such as by submitting infringing Customer Input or breaching payment terms;
- (C) Customer (or any User) has, in Cohere’s reasonable discretion, intentionally made use of the Cohere AI Services to generate Customer Outputs that may infringe, violate or misappropriate the copyright of a third party;
- (D) the Claim was a result of any finetuning or Modifications of the Cohere AI Services; or
- (E) Customer (or any User) continues to use the Cohere AI Services or the Customer Output: (1) if Customer (or the User) knows or should reasonably know that the Customer Output may be infringing, misappropriating, or violating the copyright of a third party; or (2) notwithstanding having received notice of the Customer Output infringing, misappropriating, or violating the copyright of a third party.

(e) Indemnification Procedure. Each Party will promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to this Section 7 (Warranty and Disclaimer; Indemnification). The Party seeking indemnification (the “**Indemnitee**”) will cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor will promptly take control of the defense and investigation of such action and will employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 7 (Warranty and Disclaimer; Indemnification) will not relieve the Indemnitor of its indemnity obligations under this Section 7 (Warranty and Disclaimer; Indemnification), except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The

Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

- (f) Exclusive Remedy. Section 7(c) (Cohere Indemnity) and Section 7(d) (Copyright Assurance) represent the sole and exclusive liability of Cohere for infringement of the Intellectual Property Rights of a third party in connection with this Agreement.

8. **Limitation of Liabilities**

- (a) Except for Cohere's liability arising from its indemnification obligations in Section 7 (Warranty and Disclaimer; Indemnification), Cohere will not be liable for any: (i) special, exemplary, punitive, indirect, incidental or consequential damages; (ii) lost or loss of (A) savings, (B) profit, (C) data, (D) use, or (E) goodwill; (iii) business interruption; (iv) inaccurate information, lost programs or data (including any Customer Data) or any other loss incurred in connection with the use, inability to use, or misuse of the Services or the Cohere Products; (v) costs for the procurement of substitute Cohere Products or Services; (vi) personal injury or death or property damage; (vii) Losses resulting from the access, collection, use, processing, storing, disclosing, or transmitting of Customer Data by third parties (including the applicable Channel Partner), in each case, arising out of or in any way connected to this Agreement, regardless of cause of action or the theory of liability, whether in contract, tort (including negligence or Gross Negligence), or otherwise, and even if notified in advance of the possibilities of such damages.
- (b) Except for Cohere's liability arising from its indemnification obligations in Section 7 (Warranty and Disclaimer; Indemnification), Cohere's aggregate liability under this Agreement will not exceed the greater of: (i) the amount Customer paid for the Cohere AI Services that gave rise to the claim during the 6 months prior to the date the liability arose; or (ii) \$500 USD.

9. **Term and Termination**

- (a) Term. This Agreement will begin on the Effective Date and will continue until the earlier of: (i) such time as the applicable Channel Partner ceases to make the Cohere AI Services available to Customer; or (ii) such time as the Agreement is otherwise terminated in accordance with its terms (such period, collectively, the "**Term**").
- (b) Right to Require Channel Partner to Suspend Access. Notwithstanding anything to the contrary in this Agreement, Cohere may require that the applicable Channel Partner Marketplace suspend Customer's access to any portion or all of the Cohere Products if: (i) Cohere reasonably suspects that Customer is using the Cohere Products in material breach of this Agreement and Customer does not cure such material breach within fourteen (14) days' receipt of written notice of the breach from Cohere; or (ii) Customer fails to pay any Fees when due and does not

cure such failure within fourteen (14) days' receipt of written notice of such failure. Cohere may also require suspension in the event Cohere determines a suspected breach by Customer creates a risk of irreparable harm or a risk to other customers, including with respect to the security or integrity of the Cohere Products, in which case, Cohere will endeavour to provide as much advance notice as practical in the circumstances. Cohere will have no liability for any Losses (including any loss of data or profits), or any other consequences that Customer may incur due to such requirement.

- (c) Termination. Cohere may, in addition to other relief, terminate this Agreement if Customer commits a material breach of this Agreement and fails to correct such breach within fourteen (14) calendar days after receipt of notice of such breach (or immediately if a breach is not curable). Cohere may, in its discretion, terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer becomes insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding available to Customer for the benefit of insolvent debtors, or is subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy.
- (d) Effect of Termination. Upon expiration or termination of this Agreement, Customer will immediately discontinue use of the Cohere Products made available to Customer through the Channel Partner Marketplace. No expiration or termination of this Agreement, in whole or in part, will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle the Customer to any refund and all Fees due and payable and any amounts due to the applicable Channel Partner are immediately due and are to be immediately paid by Customer to the applicable Channel Partner.
- (e) Survival. Neither the expiration nor the earlier termination of this Agreement will release either of the Parties from any obligation or liability that accrued prior to such expiration or termination. The provisions of this Agreement requiring performance or fulfilment after the expiration or earlier termination of this Agreement, such other provisions as are necessary for the interpretation thereof, and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Agreement, will survive the expiration or earlier termination of this Agreement. For clarity, these provisions include (as applicable): Section 2 (Restrictions on Use), Section 4 (Intellectual Property; Ownership), Section 5 (Fees and Payment), Section 6 (Confidential Information), Section 7 (Warranty and Disclaimer; Indemnification), Section 8 (Limitation of Liabilities), Section 9(d) (Effect of Termination), Section 9(e) (Survival), and Section 11 (General Provisions).

10. **Support Services**

In addition to resources made available through the Channel Partner Marketplace, Customer may access limited technical support services made available by Cohere in

respect of the Cohere Products (in accordance with Cohere's standard support model for the Channel Partner Marketplace) by emailing: support@cohere.com ("**Support Services**"). Additional Support Services will be provided if included on a separate Order Form. For the avoidance of doubt, the Support Services are not part of the Cohere AI Services. If Customer (or the applicable Channel Partner on Customer's behalf) provides Cohere with access to Customer Data for Cohere to provide the Support Services, Cohere will protect such Customer Data as Confidential Information and will access such Customer Data solely to the extent required to provide the Support Services. Cohere will not be required to support (or maintain the availability on the applicable Channel Partner Marketplace of) any version of a Cohere Product that is not within the most recent two updates.

11. **General Provisions**

- (a) Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one (1) day after being sent by overnight courier, or five (5) days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent:

- (i) if to Cohere, either through the Channel Partner Marketplace or to the following address:

171 John Street, Suite 200 Toronto, Ontario M5T 1X3

Email: support@cohere.com with a copy to legal@cohere.com

- (ii) if to Customer, to the current postal or email address identified in Customer's Channel Partner account or otherwise through the Channel Partner Marketplace.

Cohere may change its contact information by posting the new contact information on its website at: <https://cohere.com> or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Cohere current at all times during the Term.

- (b) Assignment. Customer will not assign this Agreement to any third party without Cohere's prior written consent. Cohere may assign this Agreement or any of its rights or obligations under this Agreement to any third party without Customer's consent. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

- (c) Subcontracting. Cohere may engage third parties to assist in performing any of its obligations or exercising any of its rights under this Agreement.

- (d) Governing Law and Attornment. This Agreement and any action related thereto will be governed by and construed in accordance with, without regard to conflicts of law principles:
- (i) if Customer is based in the United States of America, the laws of the State of New York and the federal laws of the United States applicable therein, and the Parties will initiate any lawsuits in connection with this Agreement in New York City, New York, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein; or
 - (ii) if Customer is not based in the United States of America, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles, and the Parties will initiate any lawsuits in connection with this Agreement in Toronto, Ontario, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein.

The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent Cohere from seeking injunctive relief with respect to a violation of Intellectual Property Rights or confidentiality obligations in any appropriate jurisdiction.

- (e) Export Restrictions. Customer will comply with all domestic and international export laws and regulations that may apply to the Customer Applications or to the access or use of the Cohere Products. Without limiting the generality of the foregoing: (i) the Cohere Products may not be accessed or used in or exported or re-exported into a Restricted Location (or any other embargoed location under applicable law); (ii) the Cohere Products may not be used by or for the benefit of any person named on a governmental or quasi-governmental restricted party list or owned directly or indirectly by a person on such a list (such as the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List); and (iii) Customer will not directly or indirectly export, re-export, or import all or any portion of the Cohere Products, or submit any data to the Cohere Products, without first obtaining all required licenses, permits, and permissions. Cohere makes no representation or warranty that the Cohere Products may be exported without Customer first obtaining appropriate licenses or permits under applicable law, or that any such license or permit has been, will be, or can be obtained.
- (f) Interpretation. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation". The headings of sections of this Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", means the right of a Party to withhold such

consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party.

- (g) Force Majeure. Neither Party will be liable for delays (except in relation to payment of Fees) caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving that Party's employees), Internet service failures or delays, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third party websites ("**Force Majeure**").
- (h) Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.
- (i) Waivers. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (j) Independent Contractors. Cohere's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and neither Party will represent to any third party that it has, any authority to act on behalf of the other Party.
- (k) Entire Agreement. This Agreement, along with any confidential disclosure agreement entered into by the Parties that references this Agreement and all attachments, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral.
- (l) Amendments. No amendment, supplement, modification or waiver of this Agreement and, unless otherwise expressly specified in this Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. NOTWITHSTANDING THE PRECEDING SENTENCE, COHERE MAY UNILATERALLY AMEND THIS AGREEMENT, IN WHOLE OR IN PART (EACH, AN "**AMENDMENT**"), BY GIVING CUSTOMER NO LESS THAN 30 DAYS' PRIOR WRITTEN NOTICE OF SUCH AMENDMENT (WHICH MAY BE BY POSTING UPDATED TERMS TO THE APPLICABLE CHANNEL PARTNER MARKETPLACE).
- (m) Order of Precedence. In the event of any conflict or inconsistency between this Agreement, any Customer-specific order form executed by the Parties ("**Order Form**") and any private offer agreed upon through the applicable Channel Partner Marketplace ("**Channel Partner Marketplace Offer**"), such conflict will be resolved in the following descending of priority to the extent of such conflict or

inconsistency: (i) Order Form; (ii) Channel Partner Marketplace Offer; (iii) Agreement.

- (n) Choice of Language. It is the express wish of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

12. **Definitions.**

As used in this Agreement, the following capitalized words have the meaning set out below:

- (a) **"Agreement"** has the meaning set out in the preamble.
- (b) **"Amendment"** has the meaning set out in Section 11(l) (Amendments).
- (c) **"Channel Partner"** has the meaning set out in the preamble.
- (d) **"Channel Partner API"** means application programming interfaces or other means made available by the applicable Channel Partner to access the Cohere Models as hosted on the applicable Channel Partner Marketplace.
- (e) **"Channel Partner Marketplace"** has the meaning set out in the preamble.
- (f) **"Claim"** means any actual, threatened, or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding, or any other claim or demand.
- (g) **"Cohere"** has the meaning set out in the preamble.
- (h) **"Cohere AI Services"** means the Cohere Models, hosted and managed by the applicable Channel Partner, and accessible via the Channel Partner APIs.
- (i) **"Cohere Documentation"** means any documentation in any form whatsoever, made available by Cohere related to the Cohere AI Services or the Cohere Models.
- (j) **"Cohere Models"** means Cohere's suite of AI models, including its generative and representation model.
- (k) **"Cohere Property"** means (i) the Cohere Products; (ii) Cohere's Confidential Information; (iii) Usage Data; (iv) anything developed or delivered by or on behalf of Cohere in accordance with the terms of this Agreement, any software or other work product including as prepared through provision of Services, but excluding any Customer Output; and (v) any Modifications to the foregoing (except for any **"Finetuning IP"**).

- (l) “**Cohere Products**” means: (i) the Cohere AI Services; and (ii) the Cohere Documentation, as Modified by Cohere from time to time.
- (m) “**Confidential Information**” has the meaning set out in Section 6(a) (Definitions).
- (n) “**Copyright Assurance**” has the meaning set out in Section 7(d) (Copyright Assurance).
- (o) “**Customer**” has the meaning set out in the preamble.
- (p) “**Customer Application**” means Customer’s application that interfaces with the Cohere AI Services that Customer may make available to Customer’s End Users, in accordance with this Agreement.
- (q) “**Customer Credentials**” has the meaning set out in Section 3(c) (Customer Credentials).
- (r) “**Customer Data**” means Customer Inputs and Customer Outputs, but expressly excluding any Usage Data.
- (s) “**Customer Input**” means any data, information, content, records, and files that is entered into, transmitted to, or made available by Customer, Development Users, or End Users to the Cohere AI Services for processing.
- (t) “**Customer Output**” means any data, information, content, and records that is created or generated by the Cohere AI Services, but expressly excluding any Usage Data.
- (u) “**Development User**” means those individuals who are employees or independent contractors of Customer that have been authorized by Customer to access and use the Cohere Products pursuant to the terms of this Agreement.
- (v) “**Documentation**” means any documentation in any form whatsoever, including any documents describing business processes and business process flows, reports, records, written designs, specifications, requirements, user manuals, user guides, operations manuals, training materials, instructions, blueprints, invention disclosures, patterns, flow charts, process maps, equipment part lists, drawings, or plans.
- (w) “**Effective Date**” has the meaning set out in the preamble.
- (x) “**End User**” means Customer’s internal users or third-party external users that access or use a Customer Application, such as Customer’s own customers or other Persons to whom Customer makes available its Customer Application.
- (y) “**Fees**” has the meaning set out in Section 5 (Fees and Payment).

- (z) **“Finetuning IP”** has the meaning given in Section 4(a) (Ownership of Cohere Products).
- (aa) **“Force Majeure”** has the meaning set out in Section 11(h) (Force Majeure).
- (bb) **“Gross Negligence”** means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was in reckless disregard of a wanton indifference to the harmful and foreseeable consequences of such act or failure to act, but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).
- (cc) **“Intellectual Property Rights”** means all patents, patent applications, trademarks, trademark applications, industrial designs, service marks, service mark applications, tradenames, copyrights, trade secrets, Documentation, Confidential Information, domain names, know-how, information and proprietary rights and processes, similar or other intellectual property rights, the subject matter of any of the foregoing, tangible embodiments of any of the foregoing, software and licenses in, to and under any of the foregoing, including, for greater certainty, computer programs, source code, databases and research and development information and materials.
- (dd) **“Losses”** means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs, and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants, and other experts and professionals).
- (ee) **“Modifications”** means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and **“Modify”** has a corresponding meaning.
- (ff) **“Party”** or **“Parties”** has the meaning set out in the preamble.
- (gg) **“Person”** means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, governmental authority, unincorporated organization, trust, association or other entity.
- (hh) **“Representative”** means the employees, officers, directors, affiliates, agents, contractors of a Party.
- (ii) **“Restricted Location”** means Belarus, China (including Hong Kong and Macau), Iran, North Korea, Russia and Syria, or such other location that Cohere or the applicable Channel Partner may advise Customer is a “Restricted Location” from time to time.
- (jj) **“Usage Data”** has the meaning set out in Section 4(c) (Usage Data).

- (kk) “**Usage Policy**” means the usage policy, available at <https://docs.cohere.com/docs/usage-policy>, as updated by Cohere from time to time.
- (ll) “**Services**” means the Support Services, and any other services included in Order Form.
- (mm) “**Support Services**” has the meaning set out in Section 10 (Support Services).
- (nn) “**Term**” has the meaning set out in Section 9(a) (Term).
- (oo) “**Users**” means End Users and Development Users.