

CADALYS END USER LICENSE AGREEMENT FOR CADDY.AI

This End User License Agreement (this “**EULA**” or “**Agreement**”) is entered into as of the first date of use (the “**Effective Date**”) by and between Cadalys, Inc., a Delaware corporation, whose principal place of business is located at 6312 S. Fiddlers Green Circle Suite 300E, Denver Technology Center, Greenwood Village, CO 80111, and its successors or assignees (“**Cadalys**”) and the entity accessing the software (“**Client**”). Cadalys and Client are each individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

IMPORTANT — READ CAREFULLY: THIS EULA GOVERNS CLIENT’S ACCESS TO AND USE OF CADDY.AI, A MICROSOFT TEAMS-BASED ARTIFICIAL INTELLIGENCE APPLICATION THAT INTERACTS WITH SALESFORCE-BASED DATA AND MAY INCLUDE IT SERVICE MANAGEMENT DATA WITHIN THE CADALYS SERVICE MANAGEMENT APPLICATION AND THAT TRANSMITS DATA TO AND RECEIVES OUTPUT FROM ARTIFICIAL INTELLIGENCE AND LARGE LANGUAGE MODELS HOSTED BY OR ON BEHALF OF CADALYS ON AMAZON WEB SERVICES. BY INSTALLING, ACCESSING, OR USING THE LICENSED APPLICATION, CLIENT AND EACH AUTHORIZED USER ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF CLIENT DOES NOT AGREE TO THESE TERMS, CLIENT MUST NOT INSTALL, ACCESS, OR USE THE LICENSED APPLICATION.

1. Recitals.

- Cadalys has developed Caddy.ai, a Microsoft Teams-based application that enables Authorized Users to interact, through natural language and other supported modalities, with Salesforce-based IT service management data residing in the Cadalys Service Management application and that uses, transmits data to, and receives output from artificial intelligence services and large language models hosted by or on behalf of Cadalys on Amazon Web Services (the “Licensed Application”).
- Client desires to license the Licensed Application from Cadalys on a per-Authorized User basis, and Cadalys is willing to license the Licensed Application to Client, in each case solely on the terms and conditions set forth in this Agreement.

2. Select Definitions.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Aggregate Data**” means PII and other data collected and combined from users of the Licensed Application into various aggregate or statistical forms such that no PII of any specific user is discernible or detectable.

“**AI Output**” means any text, summary, recommendation, classification, ticket draft, response, suggestion, code, or other content or result generated, returned, or displayed by

the Licensed Application using artificial intelligence, machine learning, or large language model technologies, in response to Inputs or other interactions with the Licensed Application.

“AI Services” means the artificial intelligence services, machine learning models, large language models, vector stores, embedding services, retrieval systems, and related infrastructure, in each case hosted by or on behalf of Cadalys on AWS or other cloud infrastructure selected by Cadalys, that are used to process Inputs and generate AI Output.

“Authorized User” means a single, named individual employee or contractor of Client or its Affiliates for whom Client has purchased a per-user license from Cadalys for the Licensed Application and who is authorized by Client to access and use the Licensed Application solely for Client’s internal business purposes.

“AWS” means Amazon Web Services, Inc. and its Affiliates, and the cloud computing services provided by them.

“Cadalys Service Management” means the Cadalys Service Management® / EngageIQ application, an IT service management and governance, risk and compliance application built on the Salesforce Platform, separately licensed by Client under a Master Subscription and Services Agreement or other applicable agreement between Client and Cadalys (or, where applicable, a Cadalys-authorized reseller).

“Confidential Information” means any non-public information disclosed by one Party to the other in connection with this Agreement that is identified as confidential or that, given the nature of the information or the circumstances of disclosure, would reasonably be understood to be confidential. Confidential Information includes, without limitation, the Licensed Application, the AI Services, Inputs, AI Output, technical, business and financial information, and the terms of this Agreement.

“Effective Date” means the date from which this Agreement is effective, as set forth in the header paragraph of this Agreement.

“Export Laws” means collectively the United States Export Administration Act, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations, U.S. economic sanctions administered by the Office of Foreign Assets Control, and any other applicable export, re-export, or sanctions laws, restrictions or regulations.

“Fees” means the per-Authorized User license fees and any other fees payable by Client for the Licensed Application as set forth in an Order Form.

“Inputs” means all prompts, queries, instructions, files, documents, attachments, ticket data, configuration data, account data, communications, and other content or data submitted, transmitted, or otherwise made available to the Licensed Application or the AI Services by or on behalf of Client or any Authorized User.

“Intellectual Property Rights” means any of the following: any patents or patent applications, trademarks (whether or not registered) including any applications for registration of the same, inventions, discoveries, topography rights, utility models and improvements whether or not capable of protection by patent or registration, copyright or

design rights (whether registered or unregistered and including any applications), any goodwill in any trade or service name, trading style or get-up, rights in know-how, and any and all other intellectual or proprietary rights, wherever in the world enforceable, including all reversions, renewals and extensions of such rights.

“Licensed Application” means Caddy.ai software application, in object code form only, including all components, plug-ins, bots, connectors, configurations, embedded models, prompts, and accompanying documentation made available by Cadalys, together with any updates, upgrades, patches, modifications, enhancements, and new releases thereto provided or made available by Cadalys from time to time.

“Microsoft Teams” means the Microsoft Teams collaboration platform provided by Microsoft Corporation.

“Order Form” means any ordering document, online order, quote, or marketplace listing (including any listing on a third-party application marketplace such as Microsoft AppSource) signed, accepted, or completed by Client and Cadalys (or, where applicable, a Cadalys-authorized reseller or authorized marketplace operator) that references this Agreement and sets forth the number of Authorized User licenses purchased, the applicable Subscription Term, the Fees, and any other Licensed Application-specific terms. For the avoidance of doubt, Client's download, installation, or activation of the Licensed Application through an authorized marketplace constitutes acceptance of an Order Form incorporating the terms presented in such marketplace listing.

“PII” means personally identifiable information.

“Privacy Policy” means Cadalys' privacy policy located at <https://www.cadalys.com/privacy-policy>, as amended by Cadalys in its sole discretion, from time to time.

“Salesforce” means Salesforce, Inc. and its related companies.

“Salesforce Platform” means the Salesforce application provided by Salesforce.

“Subscription Term” means the duration specified on an Order Form during which Client may use the Licensed Application.

“Third-Party Platform” means any third-party software application, platform, or service used by, integrated with, or accessed in connection with the Licensed Application, including without limitation Microsoft Teams, the Salesforce Platform, AWS, and any third-party AI or large language model provider whose models or services are accessed through the AI Services.

3. License Grant; Per-User Licensing; Limitations on Use.

3.1 Grant of License. Subject to Client's and each Authorized User's continuous compliance with this Agreement, including timely payment of all applicable Fees, and during the applicable Subscription Term, Cadalys grants to Client a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable right and license, in object code form only, to install the Licensed Application within Client's Microsoft Teams tenant and to permit Authorized Users to access and use the Licensed Application, in each case solely for

Client's internal business purposes and optionally in conjunction with Client's validly licensed instance of Cadalys Service Management. Client receives no other rights, express or implied, in or to the Licensed Application, the AI Services, the AI Output, or any related Cadalys Intellectual Property.

- 3.2 Per-Authorized User Licensing. THE LICENSED APPLICATION IS LICENSED ON A NAMED, PER-AUTHORIZED USER BASIS.** A separate license must be purchased for each individual Authorized User who accesses or uses the Licensed Application in any manner. Each Authorized User license is assigned to a single, named individual and may not be: (i) shared, transferred, or used concurrently by more than one individual; (ii) used as a generic, group, role, shared, service, or anonymous account; (iii) reassigned to another individual more frequently than once every thirty (30) days, and then only when the original Authorized User has permanently ceased using the Licensed Application (for example, due to termination of employment or change of role); or (iv) used by any third party, including any contractor, vendor, agent, or Affiliate of Client, except as expressly permitted under this Agreement. Client shall not, and shall not permit any Authorized User or third party to use any technical or other means to allow more individuals than the number of paid Authorized User licenses to access or use the Licensed Application.
- 3.3 License Tracking and True-Up.** Client shall maintain accurate records of all individuals who are designated as Authorized Users and shall provide such records to Cadalys promptly upon request. Cadalys may, no more than two (2) times per calendar year and upon reasonable notice, audit Client's use of the Licensed Application (including by reviewing usage telemetry generated by the Licensed Application and the AI Services) to verify Client's compliance with the per-Authorized User licensing requirements. If any audit or self-report reveals that the actual number of individuals accessing or using the Licensed Application exceeds the number of Authorized User licenses purchased, Client shall, within thirty (30) days, (a) purchase additional Authorized User licenses sufficient to cover the actual usage at then-current list pricing, retroactive to the start of the then-current Subscription Term, and (b) pay any audit costs if the under-licensing exceeds five percent (5%) of the licensed quantity.
- 3.4 Dependencies.** The Licensed Application requires, and is licensed for use only in conjunction with, ~~(a) Client's separately licensed and currently active subscription to Cadalys Service Management, and (b) Client's separately licensed Microsoft Teams environment.~~ Client is solely responsible for procuring, maintaining, configuring, and complying with the terms of all such Third-Party Platforms. Cadalys has no responsibility or liability for any failure, change, deprecation, modification, suspension, or termination of any Third-Party Platform, or for any impact thereof on the operation, availability, or functionality of the Licensed Application.
- 3.5 Restrictions on Use.** Client shall not, and shall not permit any Authorized User or any third party to: **(i)** modify, translate, adapt, arrange, or create derivative works based on the Licensed Application or any portion thereof; **(ii)** reverse engineer, decompile, disassemble, or otherwise attempt to derive or extract the source code, underlying algorithms, models, model weights, prompts, system prompts, embeddings, or training data of the Licensed

Application or the AI Services; **(iii)** remove, alter, or obscure any proprietary notices, labels, watermarks, or marks from the Licensed Application, the AI Output, or associated documentation; **(iv)** use any equipment, device, software, scraping tool, automated agent (other than the Licensed Application as designed), or other means to circumvent any access control, rate limit, content filter, safety filter, or digital rights protection used in connection with the Licensed Application or the AI Services; **(v)** use the Licensed Application, the AI Services, or any AI Output to develop, train, fine-tune, evaluate, benchmark, improve, or create any artificial intelligence model, large language model, generative AI service, dataset, or other product that competes with the Licensed Application or any other Cadalys offering; **(vi)** distribute, rent, loan, lease, sell, resell, assign, sublicense, time-share, or otherwise transfer the Licensed Application, any AI Output, or any rights granted in this Agreement to any third party, or use the Licensed Application to operate a service bureau, managed services offering, outsourcing arrangement, or similar service for the benefit of any third party; **(vii)** use the Licensed Application or the AI Services in any manner that violates applicable law, infringes any third party's rights, generates or facilitates the generation of unlawful, harmful, harassing, defamatory, infringing, or deceptive content, or that is intended to harm minors in any way; **(viii)** use the Licensed Application or the AI Services to make decisions that produce legal or similarly significant effects on individuals (including decisions concerning credit, employment, housing, insurance, education, or access to essential services) without independent and qualified human review; **(ix)** submit as Inputs any (A) protected health information regulated under HIPAA, except as expressly permitted by a separately executed business associate agreement with Cadalys, (B) cardholder data subject to PCI DSS, (C) U.S. government classified information, (D) data of children under 13 (or the equivalent minimum age in the relevant jurisdiction), or (E) special categories of personal data under the GDPR or similar laws, except in each case as expressly permitted by Cadalys in writing; **(x)** access the Licensed Application or the AI Services for purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive analysis purposes, or knowingly permit any direct competitor of Cadalys to access or use the Licensed Application; or **(xi)** use the Licensed Application other than as expressly permitted by this Agreement and the documentation provided by Cadalys.

3.6 Authorized User Acceptance. Client shall ensure that each Authorized User is informed of and agrees, before first use of the Licensed Application, to comply with terms substantively equivalent to the terms of this Agreement applicable to Authorized Users (including the restrictions in Sections 3.2 and 3.5 and the AI-specific obligations in Section 4). Client is fully responsible for all acts and omissions of its Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if undertaken by Client shall be deemed a breach by Client.

3.7 Reservation of Rights. Cadalys and its licensors reserve all rights in and to the Licensed Application, the AI Services, and the AI Output not expressly granted in this Agreement. No rights are granted by implication, estoppel, or otherwise. Cadalys may, in its sole discretion, modify, update, change, suspend, or discontinue any feature or component of the Licensed Application or the AI Services, including by changing, replacing, or removing any underlying AI model or third-party AI provider, at any time and without liability to Client.

3.8 Monitoring and Enforcement. Cadalys has the right to monitor Client's and each Authorized User's use of the Licensed Application and the AI Services, and to take all reasonable steps to provide, secure, and improve the Licensed Application and to assure compliance with this Agreement. Client agrees that Cadalys may immediately suspend, disable, or terminate any Authorized User's or Client's access to the Licensed Application if Cadalys believes, acting reasonably in good faith, that the Licensed Application is being used in any manner other than as expressly authorized under this Agreement, that such use creates a security, legal, or operational risk to Cadalys, the AI Services, AWS, or any other customer, or that such use violates the acceptable use restrictions in Section 3.5. Where practicable, Cadalys will provide prior notice and an opportunity to cure before suspension.

4. Artificial Intelligence Specific Terms.

4.1 Nature of the AI Services. Client acknowledges and agrees that the Licensed Application uses artificial intelligence, machine learning, and large language model technologies, hosted by or on behalf of Cadalys on AWS, that operate probabilistically and non-deterministically. **AI OUTPUT IS GENERATED ALGORITHMICALLY AND MAY BE INACCURATE, INCOMPLETE, OUT OF DATE, BIASED, OFFENSIVE, MISLEADING, OR OTHERWISE UNSUITABLE FOR ANY PARTICULAR PURPOSE, AND MAY APPEAR FACTUALLY CORRECT WHILE BEING INCORRECT (“HALLUCINATIONS”).** The same or similar Inputs may produce different AI Output on different occasions. AI Output is not, and shall not be considered, professional advice of any kind, including without limitation legal, medical, financial, tax, accounting, regulatory, compliance, security, or engineering advice.

4.2 Human Review and Verification. Client is solely responsible for evaluating the accuracy, completeness, appropriateness, and fitness for purpose of all AI Output before relying on, distributing, publishing, or taking any action based on it. Client shall implement and enforce reasonable human review of AI Output appropriate to the risk and context of use. Client shall not use AI Output as the sole basis for any consequential decision, including any decision that has legal effects on, or that materially affects, any individual or organization.

4.3 Inputs; Client Responsibility for Data. Client represents, warrants, and covenants that: (i) Client has all rights, consents, authorizations, licenses, and lawful bases necessary to submit Inputs to the Licensed Application and the AI Services and to permit Cadalys, AWS, and any subprocessors to receive, store, transmit, process, and use Inputs as contemplated by this Agreement; (ii) Inputs do not and will not infringe, misappropriate, or violate any third party's Intellectual Property Rights, privacy rights, publicity rights, or other rights, or any applicable law; and (iii) Client will not submit as Inputs any data described in Section 3.5 (ix) except as expressly permitted thereunder. As between Client and Cadalys, Client retains ownership of Inputs, subject to the licenses granted in Section 4.5.

4.4 AI Output. As between Client and Cadalys, and to the extent permitted by applicable law and subject to Cadalys' and its licensors' retained rights in the Licensed Application, the AI Services, and any underlying models, Client owns the AI Output specifically generated for Client in response to Client's Inputs. Client acknowledges that, due to the nature of generative AI, AI Output may not be unique to Client and similar or identical AI Output may

be generated for other users. Cadalys makes no representation that any AI Output is original, non-infringing, or eligible for copyright, patent, or other intellectual property protection. Client is solely responsible for determining whether any AI Output is suitable for use, for clearing any third-party rights, and for compliance with any disclosure or attribution obligations relating to AI-generated content under applicable law.

Client is responsible for determining whether AI Output is appropriate for its intended use, including whether such output should be reviewed, validated, or supplemented by human expertise. Cadalys does not grant any rights to underlying models, training data, or system prompts.

- 4.5 License to Inputs and Use of Data.** Client hereby grants to Cadalys, AWS, and Cadalys' subprocessors a non-exclusive, worldwide, royalty-free, fully paid-up right and license to host, store, transmit, reproduce, display, process, and otherwise use Inputs and AI Output as necessary or appropriate to: (a) provide, operate, maintain, secure, support, and troubleshoot the Licensed Application and the AI Services for Client; (b) prevent, detect, and respond to security incidents, fraud, abuse, illegal activity, and violations of this Agreement; (c) comply with applicable law and lawful requests of governmental authorities; and (d) generate Aggregate Data and de-identified data and use such Aggregate Data and de-identified data for any lawful purpose, including improving the Licensed Application, the AI Services, and Cadalys' other products and services.

Cadalys shall implement logical and technical safeguards designed to prevent unauthorized access to Client-specific Inputs and AI Output by other customers of the Licensed Application.

Cadalys will not use Inputs or AI Output that are identifiable to Client to train or fine-tune any foundation model made generally available to other customers without Client's prior written consent. For clarity, Cadalys may use Aggregate Data and de-identified data that cannot reasonably be used to identify Client for purposes of improving its services, including model evaluation and performance optimization.

- 4.6 Hosting on AWS; Third-Party AI Providers.** Client acknowledges and agrees that the AI Services are hosted on AWS and may incorporate, route to, or rely upon AI models, embedding services, or other AI capabilities provided by AWS or by third-party AI providers, in each case as selected and configured by Cadalys from time to time.

Client's use of the AI Services is subject to any applicable acceptable use policies and other terms imposed by AWS and such third-party AI providers, and Cadalys may pass through, enforce, or supplement such terms.

Cadalys may update, add, remove, or replace AWS regions, AI models, or third-party AI providers from time to time for performance, cost, security, regulatory, or availability reasons. Cadalys shall provide reasonable notice of any material changes that are reasonably likely to materially affect the functionality, performance, or data processing characteristics of the Licensed Application.

- 4.7 Prohibited High-Risk Uses.** Client shall not use, and shall not permit any Authorized User or third party to use, the Licensed Application, the AI Services, or any AI Output: (i) in

connection with the operation of nuclear facilities, aircraft navigation, air traffic control, life support, weapons systems, or any other application or environment in which the failure or inaccuracy of the Licensed Application or the AI Services could result in death, personal injury, or severe physical, environmental, financial, or property damage; (ii) for medical diagnosis or treatment without independent qualified human medical review; or (iii) in any manner prohibited by Cadalys' then-current acceptable use policy or by applicable law (including, where applicable, the EU AI Act and analogous laws in other jurisdictions).

4.8 Security; Authentication. Client is responsible for safeguarding all credentials used to access the Licensed Application and for the security of its Microsoft Teams tenant, Salesforce instance, and Cadalys Service Management instance. Client shall promptly notify Cadalys upon becoming aware of any unauthorized access to or use of the Licensed Application or the AI Services. Cadalys shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Inputs against unauthorized access, use, disclosure, alteration, or destruction; however, no information system can be made completely secure, and Cadalys does not guarantee that Inputs or AI Output will be free from unauthorized access.

4.9 AI Governance and Regulatory Responsibilities. Each Party shall be responsible for its respective compliance with applicable laws relating to the use of artificial intelligence systems. Client is responsible for determining whether its use of the Licensed Application constitutes a regulated or high-risk use case under applicable law and for implementing appropriate governance, oversight, and human review.

4.10 Security Incidents. In the event of a confirmed unauthorized access to Client Inputs caused by a breach of Cadalys' security obligations, Cadalys shall promptly notify Client and take commercially reasonable steps to mitigate the impact of such incident and prevent a recurrence. Cadalys' obligations under this Section do not apply to incidents caused by Client's systems, credentials, configurations, or third-party platforms not under Cadalys' control.

5. Application Support; Service Levels.

5.1 Support. Subject to Client's timely payment of all Fees and continuous compliance with this Agreement, Cadalys will provide commercially reasonable technical support for the Licensed Application via the support channels published at <https://www.cadalys.com/contact-cadalys/support>. Such support covers the then-current generally available version of the Licensed Application and does not cover Microsoft Teams, the Salesforce Platform, AWS, any third-party AI provider, Client's networks or hardware, or any modifications, customizations, or integrations not provided by Cadalys. Issues caused by, or that cannot be reproduced absent, Client's misuse, unauthorized modifications, or any Third-Party Platform are excluded from support.

5.2 Updates. Cadalys may, in its sole discretion, make available updates, upgrades, patches, modifications, enhancements, and new releases to the Licensed Application and the AI Services. Some updates may be installed automatically. Client agrees to receive and use the most current generally available version. Cadalys has no obligation to support any prior

version once a successor version has been generally released, and excessive use of out-of-date versions may be subject to suspension.

- 5.3 No Service Level Agreement.** EXCEPT AS EXPRESSLY SET FORTH IN A SEPARATELY EXECUTED ORDER FORM SIGNED BY AN AUTHORIZED OFFICER OF CADALYS THAT EXPRESSLY REFERENCES SERVICE LEVELS APPLICABLE TO THE LICENSED APPLICATION, THE LICENSED APPLICATION AND THE AI SERVICES ARE PROVIDED WITHOUT ANY SERVICE LEVEL, UPTIME, AVAILABILITY, RESPONSE TIME, OR THROUGHPUT COMMITMENT, AND CADALYS HAS NO OBLIGATION TO PROVIDE ANY SERVICE LEVEL CREDITS OR REFUNDS FOR ANY UNAVAILABILITY OR DEGRADATION OF THE LICENSED APPLICATION OR THE AI SERVICES.

6. Fees and Payment.

- 6.1 Fees.** Client shall timely pay all Fees set forth in each Order Form. Fees are calculated on a per-Authorized User basis and are based on the number of Authorized User licenses purchased, not actual usage. Except where required by law or as expressly provided in an Order Form signed by an authorized officer of Cadalys, all Fees are non-cancelable and all amounts paid are non-refundable, including upon termination for any reason.
- 6.2 Adding Authorized Users.** Client may add additional Authorized User licenses during a Subscription Term by executing a supplemental Order Form. Fees for additional Authorized Users added mid-term will be charged at the then-current per-user rate, prorated for the remainder of the then-current Subscription Term, and will renew co-terminously with the underlying subscription.
- 6.3 Late Payments.** Fees not received by Cadalys when due shall, at Cadalys' sole discretion, accrue interest at the rate of one percent (1%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such Fees were due until paid. If any amount owed by Client is thirty (30) or more days overdue, Cadalys may, without limiting any other right or remedy, suspend Client's and all Authorized Users' access to the Licensed Application until all amounts are paid in full.
- 6.4 Taxes.** All Fees are exclusive of applicable sales, use, value-added, withholding, and similar taxes, tariffs, duties, charges, and assessments ("Taxes"), excluding only Taxes based on Cadalys' net income. Client is solely responsible for the timely payment of all Taxes and shall indemnify, defend, and hold Cadalys harmless from and against any claim, suit, proceeding, or other action resulting from Client's non-payment thereof, together with all related penalties and interest. If Client is legally entitled to a tax exemption, Client shall promptly provide Cadalys with legally sufficient tax exemption certificates.

7. Ownership; Intellectual Property Rights.

- 7.1 Cadalys IP.** As between the Parties, Cadalys and its licensors own and retain all right, title, and interest in and to the Licensed Application, the AI Services, all underlying software, models, model weights, prompts, system prompts, embeddings, retrieval indices, training data, configurations, documentation, and all Intellectual Property Rights therein, together

with all improvements, modifications, derivative works, enhancements, and feedback related thereto, regardless of who develops the same. No title to or ownership of any of the foregoing is transferred to Client under this Agreement. The Licensed Application and the AI Services are licensed, not sold.

- 7.2 Feedback.** If Client or any Authorized User provides Cadalys with any suggestions, comments, ideas, improvements, recommendations, or other feedback regarding the Licensed Application, the AI Services, the AI Output, or any other Cadalys product (“Feedback”), Client hereby grants Cadalys a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, transferable license to use, reproduce, modify, distribute, and exploit such Feedback for any purpose without any obligation or compensation to Client.
- 7.3 Client Data.** As between the Parties, Client retains ownership of Inputs, subject to the licenses granted to Cadalys, AWS, and Cadalys’ subprocessors in Section 4.5. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property Rights ownership or right to use of all Inputs.

8. Privacy; Confidentiality; Compliance.

- 8.1 Privacy.** Cadalys’ collection, processing, and disclosure of PII in connection with the Licensed Application is governed by the Privacy Policy, which is incorporated herein by reference. To the extent applicable data protection laws require a separate data processing agreement, the Parties shall execute Cadalys’ then-current standard data processing addendum, which is hereby incorporated by reference upon execution.
- 8.2 Confidentiality.** Each Party shall hold the other Party’s Confidential Information in strict confidence, shall use such Confidential Information only as necessary to exercise its rights or perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party other than its employees, contractors, advisors, and (in the case of Cadalys) subprocessors who have a need to know and who are bound by written confidentiality obligations no less protective than those set forth herein. The foregoing obligations do not apply to information that the receiving Party can demonstrate (a) is or becomes publicly available without breach of this Agreement, (b) was known to the receiving Party prior to disclosure without obligation of confidentiality, (c) was independently developed by the receiving Party without use of the disclosing Party’s Confidential Information, or (d) is rightfully obtained by the receiving Party from a third party without restriction. The receiving Party may disclose Confidential Information as required by law, provided that, where legally permissible, it gives the disclosing Party prior written notice and reasonable cooperation in seeking a protective order.
- 8.3 Export Compliance.** Client shall comply with all Export Laws in connection with its access to and use of the Licensed Application and the AI Services. Client represents and warrants that Client and its Authorized Users (i) are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. economic sanctions, (ii) are not on any U.S. government list of restricted parties, and (iii) shall not export, re-export, transfer, or make available the Licensed Application or any AI Output in

violation of the Export Laws. Client shall indemnify, defend, and hold harmless Cadalys and the Covered Parties from any breach of this Section.

- 8.4 Federal Government End Use.** If Client is an agency or other arm of the United States federal government, the Licensed Application is provided for federal government end use solely as “commercial computer software” and “commercial computer software documentation” as defined in FAR 12.211, FAR 12.212 and, for Department of Defense transactions, DFARS 252.227-7015 and DFARS 227.7202-3. Government technical data and software rights are limited to those customarily provided to the public and as set forth in this Agreement.

9. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION, THE AI SERVICES, AND ALL AI OUTPUT ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CADALYS, ITS AFFILIATES, ITS LICENSORS, AWS, AND ANY THIRD-PARTY AI PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, QUIET ENJOYMENT, NON-INFRINGEMENT, SYSTEM INTEGRATION, OR THOSE ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, CADALYS MAKES NO WARRANTY OR REPRESENTATION THAT: (A) THE LICENSED APPLICATION OR THE AI SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) THE LICENSED APPLICATION OR THE AI SERVICES WILL MEET CLIENT’S REQUIREMENTS OR EXPECTATIONS; (C) ANY AI OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, FREE FROM HALLUCINATIONS, FREE FROM BIAS, FIT FOR ANY PARTICULAR PURPOSE, OR SUITABLE FOR USE AS A BASIS FOR ANY DECISION; (D) ANY AI OUTPUT WILL BE ORIGINAL, NON-INFRINGEMENT, OR ELIGIBLE FOR INTELLECTUAL PROPERTY PROTECTION; (E) DEFECTS IN THE LICENSED APPLICATION OR THE AI SERVICES WILL BE CORRECTED; OR (F) THE LICENSED APPLICATION, THE AI SERVICES, OR AWS WILL BE FREE FROM VIRUSES, MALICIOUS CODE, OR HARMFUL COMPONENTS.

CLIENT EXPRESSLY ASSUMES ALL RISK ARISING OUT OF OR RELATED TO ITS USE OF THE LICENSED APPLICATION, THE AI SERVICES, AND ANY AI OUTPUT, AND ITS RELIANCE THEREON. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT, OR MAY APPLY ONLY IN PART.

10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CADALYS OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES,

INDEPENDENT CONTRACTORS, AFFILIATES, AGENTS, SUCCESSORS AND ASSIGNS, LICENSORS, SUBPROCESSORS, AWS, ANY THIRD-PARTY AI PROVIDER, OR ANY OTHER THIRD-PARTY PARTNERS (COLLECTIVELY, THE “COVERED PARTIES”) BE LIABLE TO CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY FOR: (A) ANY LOST PROFITS, LOST REVENUE, LOST DATA, LOST GOODWILL, BUSINESS INTERRUPTION, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (B) ANY DAMAGES ARISING OUT OF OR RELATED TO ANY AI OUTPUT, INCLUDING WITHOUT LIMITATION ANY HALLUCINATION, INACCURACY, INFRINGEMENT, BIAS, OR OFFENSIVE CONTENT IN AI OUTPUT, OR ANY DECISION OR ACTION TAKEN BY CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY IN RELIANCE ON ANY AI OUTPUT; (C) ANY UNAVAILABILITY, INTERRUPTION, DEGRADATION, OR FAILURE OF THE LICENSED APPLICATION, THE AI SERVICES, AWS, MICROSOFT TEAMS, THE SALESFORCE PLATFORM, OR ANY OTHER THIRD-PARTY PLATFORM; OR (D) ANY UNAUTHORIZED ACCESS TO OR ALTERATION, DISCLOSURE, OR LOSS OF INPUTS, AI OUTPUT, OR OTHER DATA, IN EACH CASE EVEN IF CADALYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, CADALYS OR ANY OTHER COVERED PARTY IS HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION TO BE LIABLE TO CLIENT OR ANY AUTHORIZED USER FOR DAMAGES FOR ANY REASON ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED APPLICATION, THE AI SERVICES, OR ANY AI OUTPUT, THE TOTAL AGGREGATE LIABILITY OF CADALYS AND ALL OTHER COVERED PARTIES, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, SHALL BE LIMITED TO AND SHALL NOT EXCEED THE LESSER OF (I) THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO CADALYS UNDER THIS AGREEMENT FOR THE LICENSED APPLICATION DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY, OR (II) FIVE THOUSAND U.S. DOLLARS (US\$5,000). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: (I) CLIENT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (II) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS; (III) EITHER PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; OR (IV) EITHER PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CADALYS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS

LIABILITY. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL SURVIVE ANY EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

11. Indemnification

11.1 Indemnification by Client.

Client shall defend, indemnify, and hold harmless Cadalys and the other Covered Parties from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (i) any Inputs, including any claim that Inputs infringe, misappropriate, or violate any third party's Intellectual Property Rights, privacy rights, publicity rights, or other rights, or any applicable law; (ii) Client's use of, or reliance on, any AI Output in violation of this Agreement or without reasonable human review as required under Section 4.2; (iii) Client's or any Authorized User's breach of this Agreement, including any breach of Section 3 (License Restrictions), Section 4 (AI Specific Terms), Section 6 (Fees), or Section 8 (Privacy; Confidentiality; Compliance); (iv) Client's or any Authorized User's violation of applicable law; (v) Client's or any Authorized User's use of the Licensed Application or the AI Services in combination with any product, service, software, hardware, or data not provided by Cadalys, where the claim would not have arisen but for such combination; or (vi) Client's or any Authorized User's gross negligence, willful misconduct, fraud, or other tortious acts.

Cadalys will promptly notify Client of any such claim, will provide Client with reasonable cooperation in the defense at Client's expense, and will allow Client to control the defense, provided that Client shall not settle any claim that imposes any obligation or admission on Cadalys without Cadalys' prior written consent. Cadalys may participate in the defense at its own expense with counsel of its choice.

11.2 Indemnification by Cadalys

Cadalys shall defend Client against any third-party claim alleging that the Licensed Application, as provided by Cadalys and used in accordance with this Agreement, directly infringes or misappropriates such third party's intellectual property rights, and shall indemnify Client against any damages finally awarded by a court of competent jurisdiction or agreed in settlement by Cadalys.

This indemnity shall not apply to the extent the claim arises from (i) Inputs or data provided by or on behalf of Client; (ii) use of the Licensed Application in combination with any products, services, or data not provided by Cadalys, where the claim would not have arisen but for such combination; (iii) modification of the Licensed Application not made by Cadalys; (iv) use of the Licensed Application in violation of this Agreement; or (v) AI Output.

THE FOREGOING STATES CADALYS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

12. Term and Termination.

- 12.1 Term.** This Agreement begins on the Effective Date and continues until the earlier of (i) expiration of all then-current Subscription Terms with no successor Subscription Term, or (ii) termination by either Party as permitted herein.
- 12.2 Subscription Term; Automatic Renewal.** Each Subscription Term begins on the date specified in the applicable Order Form and expires at the end of the period specified therein. Unless otherwise specified in an applicable Order Form, each Subscription Term shall automatically renew for an additional period equal to the expiring Subscription Term, unless either Party gives the other Party written notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term. The per-Authorized User Fees for any renewal Subscription Term shall be Cadalys' then-current list price, provided that any such Fee increase will be capped at seven percent (7%) above the per-Authorized User Fee in effect for the immediately preceding Subscription Term, unless the prior pricing was promotional or one-time as designated in the Order Form.
- 12.3 Termination for Cause.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail. Cadalys may, in addition, terminate or suspend this Agreement and Client's and any Authorized User's access to the Licensed Application immediately and without cure period if Client (a) breaches Sections 3.2, 3.3, 3.5, 4.7, or 8.3, or (b) fails to pay any undisputed Fees within thirty (30) days after the due date.
- 12.4 Termination for Insolvency.** Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or for reorganization, or has a receiver appointed for substantially all of its assets, in each case where such proceeding is not dismissed within sixty (60) days.
- 12.5 Effect of Termination.** Upon any expiration or termination of this Agreement: (i) all licenses and rights granted to Client and Authorized Users under this Agreement immediately terminate; (ii) Client shall, and shall cause all Authorized Users to, immediately cease all use of the Licensed Application and the AI Services and shall uninstall and delete the Licensed Application from all environments; (iii) all Fees accrued or due as of the effective date of termination become immediately due and payable; (iv) each Party shall return or destroy the other Party's Confidential Information in its possession; and (v) Cadalys may delete Inputs and AI Output associated with Client in accordance with its then-current data retention policies, provided that Cadalys may retain Aggregate Data and de-identified data indefinitely.
- 12.6 No Refunds.** Termination for any reason shall not entitle Client to any refund of Fees paid or relieve Client of the obligation to pay any Fees accrued or payable as of the effective date of termination.
- 12.7 Survival.** The following provisions shall survive any expiration or termination of this Agreement: Sections 2, 3.5, 3.7, 4.1, 4.3, 4.4, 4.5, 6 (with respect to amounts accrued prior to termination), 7, 8, 9, 10, 11, 12.5, 12.6, 12.7, 13, and 14, together with any other provision that by its nature is intended to survive.

13. Governing Law; Disputes.

- 13.1 Governing Law.** This Agreement, including its interpretation, shall be treated as though fully signed and performed in the State of Delaware, and shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
- 13.2 Venue.** Any action or proceeding arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in the State of Delaware. The Parties consent to the personal jurisdiction and venue of such courts and waive any objection thereto.
- 13.3 Equitable Relief.** Each Party acknowledges that any breach of Sections 3, 4, 7, or 8 may cause the other Party irreparable harm for which monetary damages would be inadequate, and that the non-breaching Party shall be entitled to seek injunctive and other equitable relief without the need to post bond or prove actual damages, in addition to any other remedies available.

14. General Provisions.

- 14.1 Notices.** All notices under this Agreement shall be in writing and shall be delivered by registered or certified mail, by reputable overnight courier, by email with confirmed receipt, or by hand to the address set forth on the signature page (or such other address as the receiving Party may designate by notice). Notices to Cadalys shall also be sent to legal@cadalys.com.
- 14.2 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such provision had been modified to the minimum extent necessary to render it enforceable while preserving the Parties' original intent to the maximum extent possible.
- 14.3 Force Majeure.** Neither Party shall be liable for any delay or failure in performance (other than payment obligations) due to causes beyond its reasonable control, including acts of God, acts of any government, wars, terrorism, riots, fires, floods, pandemics, accidents, strikes, telecommunications failures, internet outages, power failures, embargoes, denial of service attacks, or unavailability or failure of AWS, Microsoft Teams, the Salesforce Platform, or any other Third-Party Platform.
- 14.4 Assignment.** Client may not assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without Cadalys' prior written consent. Any attempted assignment in violation of this Section is void. Cadalys may assign this Agreement, in whole or in part, without consent, including in connection with any merger, acquisition, reorganization, or sale of all or substantially all of its assets or equity. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties' respective successors and permitted assigns.

- 14.5 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the Parties.
- 14.6 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and does not confer any rights or remedies on any other person, except that the Covered Parties are intended third-party beneficiaries of Sections 9, 10, and 11.
- 14.7 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right hereunder shall operate as a waiver thereof.
- 14.8 Authority.** Each signatory represents and warrants that they have full right, power, and authority to enter into this Agreement and to bind their respective entity hereto.
- 14.9 Headings; Construction.** Headings in this Agreement are for convenience only and shall not affect interpretation. The words “including” and “include” shall be deemed followed by “without limitation.” Ambiguities shall not be construed against the drafter.
- 14.10 Order of Precedence.** In the event of any conflict between this Agreement and any Order Form, the Order Form shall control, but only with respect to the specific Licensed Application subscription addressed therein and only to the extent the Order Form expressly states an intent to override a specific provision of this Agreement and is signed by an authorized officer of Cadalys. Pre-printed terms on any Client purchase order or similar document are expressly rejected and have no force or effect, even if accepted by Cadalys for administrative convenience.
- 14.11 Entire Agreement.** This Agreement, together with all Order Forms and any exhibits or addenda referenced herein, constitutes the entire agreement between the Parties with respect to the Licensed Application and supersedes all prior or contemporaneous agreements, proposals, and communications, whether written or oral, with respect to its subject matter. This Agreement does not amend, supersede, or modify any separately executed Master Subscription and Services Agreement governing Client’s subscription to Cadalys Service Management or any other Cadalys application; in the event of a conflict between this Agreement and such other agreement with respect to the Licensed Application, this Agreement controls.
- 14.12 Modifications.** Cadalys may modify this Agreement from time to time by posting an updated version at <https://www.cadalys.com> or by providing notice to Client. Modifications shall become effective upon the next renewal of the then-current Subscription Term, except that modifications required by law, security, or third-party providers (including AWS or any third-party AI provider) may take effect immediately upon notice. Continued use of the Licensed Application after the effective date of any modification constitutes acceptance of the modified Agreement.