

## **END-USER LICENCE AGREEMENT (EULA)**

This End-User Licence Agreement ("EULA") is a legal agreement between Aigoritma, Inc. ("Octai" or "Company") and the customer ("Customer" or "You"). This EULA governs your use of the services provided by Octai, as described in the Master Subscription Agreement (MSA) entered into between the parties.

**BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, EXECUTING AN ORDER FORM, OR USING (OR MAKING ANY PAYMENT FOR) THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.**

### **1. DEFINITIONS**

1.1. The definitions provided in the MSA shall apply to this EULA.

### **2. LICENSE GRANT**

2.1. Subject to the terms and conditions of the MSA and your payment of all Subscription Fees, the Company grants you a non-exclusive, non-transferable, non-sublicensable license to use the Services for your internal business use and for the purpose as described in the Subscription Plans.

### **3. RESTRICTIONS ON USE**

3.1. Except as expressly permitted in this EULA, you shall not, and shall not permit any third party to:

- a. License, sub-license, sell, transfer, distribute, share, rent, lease, or otherwise permit third parties to use the Services;
- b. Use the Services other than in accordance with the Subscription Plan and Order Form;
- c. Attempt to copy (other than for backup purposes where not agreed for SaaS), modify, create derivative works from, or distribute any part of the Services;
- d. Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure of the Services, except where this restriction is prohibited by applicable law;
- e. Access any part of the Services in order to build a competing product or service;
- f. Use the Services to provide services to third parties;
- g. Use the Services to transmit any content that is offensive, harassing, libelous, abusive, threatening, harmful, or otherwise objectionable;
- h. Use the Services in a manner that violates or attempts to circumvent applicable law;
- i. License, lease, transfer, assign, disclose, or otherwise commercially exploit the Services;
- j. Modify any proprietary rights notices that appear in the Services.

### **4. SUPPORT AND AVAILABILITY**

- 4.1. The Company will provide technical support to you during working hours, five days a week. Support may be initiated by messaging the support team within the application or by emailing [support@octai.com](mailto:support@octai.com).

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. **Company IP:** The Company and its licensors retain all right, title, interest, and ownership of the documentation, API, usage data, the Company's websites, Services, and all deliverables created by the Company and delivered to the Customer, including all Intellectual Property Rights therein. No ownership rights in the Company IP are transferred to you by this EULA.

- 5.2. **Customer Data:** You own all intellectual property rights in the Customer Data. By using the Services, you grant the Company a worldwide, non-exclusive, irrevocable, royalty-free, fully-paid, sublicensable (to Octai's third-party service providers) license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data in connection with its provision of the Services to you.

## 6. USAGE DATA

- 6.1. The Company may collect, analyze, and utilize Usage Data for internal business purposes, such as security, analytics, service improvement, and other related developmental purposes linked to the Services or other Company offerings. Usage Data will be disclosed only in an aggregate or anonymized form that does not reveal your identity.

## 7. FEES, PAYMENT, AND TAXES

- 7.1. You shall pay the Subscription Fees as per the details in the Order Form. Subscription Fees are non-refundable except in cases of uncured material breach by the Company.

## 8. CONFIDENTIALITY & PRIVACY

- 8.1. Both parties agree to maintain the confidentiality of each other's Confidential Information as described in the MSA. Customer Data will be processed as per the Data Processing Agreement (DPA) when applicable.

## 9. WARRANTIES

- 9.1. Octai warrants that the Services will function substantially in accordance with this Agreement and the Subscription Plans. Your use of the Services complies with the Documentation and applicable law.

## 10. INDEMNIFICATION

- 10.1. The Company will defend and indemnify you against any claim that the Services infringe third-party Intellectual Property Rights. You will defend and indemnify the Company from any losses due to your infringing use of the Services, legal or privacy violations related to Customer Data, or any claim related to Customer Data.

## **11. LIMITATION OF LIABILITY**

11.1. Neither party shall be liable for any consequential, incidental, special, or exemplary damages arising from or related to this Agreement. The Company's total liability shall not exceed the Subscription Fees paid by you in the twelve (12) months preceding the event giving rise to the claim.

## **12. TERM AND TERMINATION**

12.1. This EULA commences on the Effective Date and continues until the termination of the MSA. Termination of the MSA shall automatically terminate this EULA.

## **13. GOVERNING LAW**

13.1. This EULA shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

## **14. FORCE MAJEURE**

14.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to events beyond its reasonable control.

## **15. OTHER PROVISIONS**

15.1. The other provisions of the MSA shall apply to this EULA.