

## Aragon AI, Inc.

### Customer Terms of Service

**PLEASE READ THESE CUSTOMER TERMS OF SERVICE (THIS "AGREEMENT") CAREFULLY. BY CLICKING "I ACCEPT," CREATING A TEAM ACCOUNT, OR OTHERWISE ACCESSING OR USING THE SERVICES UNDER THIS AGREEMENT, THE ENTITY OR INDIVIDUAL IDENTIFIED DURING REGISTRATION ("CUSTOMER") AGREES TO BE BOUND BY THIS AGREEMENT AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ITS TERMS. IF CUSTOMER IS AN ENTITY, THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND THAT ENTITY. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE THE SERVICES UNDER THIS AGREEMENT.**

This Agreement is between Aragon AI, Inc. ("Aragon" or "Aragon AI") and Customer, and governs Customer's access to and use of Aragon's services. This Agreement is effective as of the date Customer first accepts it (the "Effective Date"). This Agreement incorporates by reference Aragon's Terms of Service applicable to end users, currently available at [aragon.ai/terms](https://aragon.ai/terms) (the "End User Terms"). In the event of a conflict between the End User Terms and this Agreement, this Agreement will control. Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the End User Terms.

#### **1. Services.**

**1.1 Ordering.** Access to paid features of the Services is provided either (a) on a per-Credit basis as described in Section 8 or (b) pursuant to a separate written order form executed by the parties ("Order Form"). Each Order Form will identify the specific Services ordered, subscription details (if applicable), and any other terms applicable to that Order.

**1.2 Permitted Use.** During any applicable Subscription Term or while Customer maintains an active Account, and subject to Customer's compliance with this Agreement and the End User Terms, Customer may access and use the Services only for its internal business purposes in accordance with the Documentation and any limitations set forth in an Order Form.

**1.3 Users; Admin Users and Team Members.** Only Users, using the mechanisms designated by Aragon (including API access keys) ("Log-in Credentials"), may access and use the Services. Users consist of: (i) one or more administrator users designated by Customer who have sole purchasing authority for and administrative control over Customer's account(s) ("Admin Users"); and (ii) other individuals authorized by an Admin User to access and use the Services on Customer's behalf as members of Customer's team ("Team Members"). Only Admin Users may purchase Credits, execute Order Forms, or otherwise make purchasing decisions on behalf of Customer. Team Members may toggle between Customer's team account(s) and any personal Aragon accounts maintained under the same email address, subject to the End User Terms governing each account type. Each User must keep Log-in Credentials confidential and not share them. Customer is responsible for its Users' compliance with this Agreement and the End User Terms, and for all actions taken through their Log-in Credentials (excluding misuse caused by Aragon's breach of this Agreement). Customer is responsible for implementing security measures to safeguard the access credentials of all Users and to prevent use and disclosure by unauthorized third parties. Customer is responsible for any access to and use of the Services through Customer's account, regardless of whether such access is authorized. Customer will promptly notify Aragon if it becomes aware of any compromise of Log-in Credentials. Aragon may Process Log-in Credentials in connection with Aragon's provision of the Services or for Aragon's internal business purposes.

**1.4 Restrictions.** Customer agrees that the Services contain trade secrets and other valuable proprietary information belonging to Aragon or its third-party providers or licensors. Customer will not (and will not permit anyone else to): (a) provide access to, distribute, sell, or sublicense a Service to a third party (other than Users); (b) use a Service on behalf of, or to provide any product or service to, third parties; (c) use a Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access source code or non-public APIs to a Service, except to the extent expressly permitted by Law (and then only with prior notice to Aragon); (e) modify or create derivative works of a Service or copy any element of a Service; (f) remove or obscure any proprietary notices in a Service; (g) publish benchmarks or performance information about a Service without Aragon's prior written consent; (h) interfere with the operation of a Service, circumvent or violate any access, usage, rate, concurrency, or frequency restrictions, or conduct any security or vulnerability test of a Service; (i) transmit any viruses or other harmful materials to a Service; (j) take any action that risks harm to others or to the security, availability, or integrity of a Service; or (k) access or use a Service in violation of any Law; or (l) systematically retrieve data, Output, or other content from a Service to create or compile, directly or indirectly, a collection, compilation, database, dataset, or directory; or (m) seek to acquire any ownership interest in or to a Service. Customer will comply with Aragon's Acceptable Use Policy, incorporated into the End User Terms and available at [aragon.ai/terms](https://aragon.ai/terms), which Aragon may update from time to time with reasonable notice.

## **2. Changes to the Services.**

Aragon reserves the right to modify, update, suspend, or discontinue any feature, functionality, content, or aspect of the Services at any time, with or without notice, and without liability to Customer or any User. Unless stated otherwise in an Order Form, Aragon will make Updates available to customers of the applicable Service generally. Customer's purchase of access to Services is not contingent on delivery of any future functionality or dependent on any public or private statements made by Aragon regarding future functionality.

## **3. Data.**

**3.1 Use of Customer Data.** Customer grants Aragon a non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, modify, and create derivative works from Customer Data to the extent necessary to: (a) provide the Services (including generating Output and providing AI Features); (b) create, derive, or generate Usage Data; (c) create and compile Aggregated Data; and (d) comply with applicable Laws.

Without limiting the foregoing, Customer consents to Aragon and its subcontractors, third-party service providers, and AI model partners using Customer Data to operate, train, fine-tune, develop, test, evaluate, and improve artificial intelligence and machine learning models, algorithms, and other software models and systems used in or in connection with the Services, in each case as necessary to provide the Services to Customer and consistent with the restrictions set forth in the DPA. Notwithstanding the foregoing, Aragon will not use Customer Data to train or otherwise develop general-purpose or foundation artificial intelligence or machine learning models. Aragon's written agreements with subcontractors and AI model partners that Process Customer Data will prohibit such parties from using Customer Data to train or otherwise develop general-purpose or foundation artificial intelligence or machine learning models.

**3.2 Data Processing Addendum.** Customer's use of the Services is subject to Aragon's Data Processing Addendum, available at [aragon.ai/legal/dpa](https://aragon.ai/legal/dpa) (the "DPA"), which incorporates Standard Contractual Clauses for EU/EEA/UK/Swiss customers. The DPA controls for purposes of Data Protection Laws; in all other respects this Agreement controls. Aragon may update the DPA from time to time as set out in Section 8.2 of the DPA.

**3.3 Security.** Aragon will implement and maintain commercially reasonable processes designed to prevent unauthorized access to or use of Customer Data in its possession or control.

**3.4 Usage Data; Aggregated Data.** Aragon may process Usage Data and Aggregated Data for any internal business purpose, including to: (a) track usage for billing; (b) provide and improve the Services; (c) monitor performance and stability; (d) prevent or address technical issues; (e) train, fine-tune, and evaluate artificial intelligence, machine learning models, algorithms, and other software systems; and (f) conduct analytics, benchmarking, and reporting. Customer will not interfere with the collection of Usage Data. Aragon may disclose Usage Data and Aggregated Data to third parties for any lawful business purpose. Customer has no rights in Usage Data, whether by implication, estoppel, waiver, or otherwise.

**3.5 Breach Notification.** Aragon will notify Customer as soon as reasonably practicable after becoming aware of any actual or reasonably suspected unauthorized access to, or acquisition, use, disclosure, modification, or destruction of, Customer Data that is in Aragon's possession or control ("**Security Incident**"), and in any event within any shorter or fixed timeframe required by applicable Law. Aragon will provide available information about the Security Incident and cooperate reasonably with Customer's response and notification obligations under applicable Law.

## **4. Customer Obligations.**

**4.1 General.** Customer is responsible for its Customer Data, including its content and accuracy, and will comply with applicable Laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Aragon to process Customer Data as set forth in this Agreement. Without limiting the foregoing, Customer will not upload, transmit, or otherwise make available through the Services: (a) any content that constitutes child sexual abuse material or is otherwise illegal or in violation of this Agreement or the End User Terms; or (b) any content that infringes, misappropriates, or violates the intellectual property rights, privacy rights, or publicity rights of any third party, including copyrighted works, trademarks, trade secrets, or the likeness or identity of any individual uploaded without their authorization.

**4.2 Team Member Compliance.** Customer is responsible for ensuring that all Team Members and other Users access and use the Services in full compliance with this Agreement and the End User Terms. Customer represents and warrants that: (a) it will communicate applicable requirements to all Team Members and Users before granting access; (b) it has authority to bind its Team Members and Users to the terms applicable to their use of the Services; and (c) any breach of this Agreement or the End User Terms by a Team Member or User constitutes a breach by Customer. For the avoidance of doubt, Customer's indemnification obligations under Section 13.4 extend to claims arising from any Team Member's or User's failure to comply with this Agreement or the End User Terms.

## **5. Suspension of Service.**

Aragon may immediately suspend Customer's access to any or all of the Services if: (a) Customer breaches Section 1.4 (Restrictions) or Section 4 (Customer Obligations); (b) Customer's account is thirty (30) or more days overdue; (c) Aragon reasonably believes suspension is necessary or recommended to comply with applicable Law; or (d) Customer's actions risk harm to Aragon's other customers or the security, availability, or integrity of a Service; or (e) Aragon reasonably believes there exists a Security Incident that threatens the security, integrity, or availability of the Services or Customer Data, regardless of cause. Where practicable, Aragon will provide reasonable prior notice of suspension (email sufficing). If Aragon determines, in its sole discretion, that the cause of a suspension has been sufficiently resolved, Aragon may restore Customer's access to the Services. Aragon will not be liable for any damages resulting from a suspension or any delay in restoration of access undertaken in good faith under this Section.

## 6. AI Features.

Certain portions of the Service may include or be powered by generative artificial intelligence ("AI Features"), which may generate Output for Customer. Output constitutes Customer Data under this Agreement. Customer acknowledges that Output provided to Customer may be similar or identical to Output independently provided by Aragon to others. Output is generated through machine learning processes and is not tested, verified, endorsed, or guaranteed to be accurate, complete, or current by Aragon. Customer should independently review and verify all Output for appropriateness for any use case. Customer assumes all risk associated with its use of Output, including any claims by third parties arising from Customer's use or distribution of Output. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER WILL COMPLY WITH ALL APPLICABLE LAWS WITH RESPECT TO USE OF THE SERVICES AND ANY OUTPUT.

Notwithstanding any provision of the End User Terms, all Output generated by a User through a team account under this Agreement constitutes Customer Data and is owned by Customer. Any assignment of rights in Output to individual users under the End User Terms applies solely to Output generated through a personal account and does not apply to Output generated through a team account. Users accessing the Services under this Agreement acknowledge that they have no individual ownership interest in Output generated through Customer's team account.

## 7. Third-Party Services.

Use of Third-Party Services is subject to Customer's agreement with the relevant provider and not this Agreement. Aragon does not control and has no liability for Third-Party Services, including their security, functionality, operation, availability, or interoperability with the Services or how they use Customer Data. By enabling a Third-Party Service to interact with the Services, Customer authorizes Aragon to access and exchange Customer Data with that Third-Party Service on Customer's behalf.

## 8. Commercial Terms.

**8.1 Credits.** Except for customers with an active Order Form providing for subscription-based access, access to paid features of the Services is provided on a per-Credit basis. Credits purchased by Customer are non-cancellable, non-refundable, and have no cash value, except as expressly set forth in Section 9.2 (Warranty Remedy) or Section 13.3 (Infringement Remedies) or as required by applicable Law. Credits are non-transferable and may not be exchanged for cash. Except as otherwise set forth on the Services at time of purchase, unused Credits are forfeited upon the earliest of (i) twelve (12) months from the date of purchase, (ii) the end of the applicable Subscription Term, and (iii) Account termination or expiration. Credits are subject to the Credit terms set forth in the End User Terms, as supplemented by this Section 8.1.

**8.2 Subscriptions.** Certain customers may access the Services on a subscription basis pursuant to an Order Form. If Customer has an Order Form, its terms are incorporated into this Agreement by reference. Unless stated otherwise in an Order Form, each Subscription Term will automatically renew for successive twelve (12)-month periods unless either party provides notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

**8.3 Fees and Taxes.** All amounts due under this Agreement are payable in US dollars unless otherwise specified in an Order Form. Fees for renewal Subscription Terms are at Aragon's then-current rates, regardless of any discounted pricing in a prior Order Form. Unless otherwise specified in an Order Form, all Fees are due within thirty (30) days of the invoice date. Invoicing will be based on Aragon's records of Customer's usage. In the event of a billing dispute, Aragon's records will be presumed accurate absent manifest error. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Amounts paid are non-refundable except as expressly set forth in Section 9.2 or as required by applicable Law. Customer is responsible for all applicable sales, use, GST,

value-added, withholding, or similar taxes ("Taxes"), excluding Aragon's income taxes. Fees are exclusive of all Taxes.

## **9. Warranty and Disclaimers.**

**9.1 Limited Warranty.** Aragon warrants to Customer that each Service will perform materially as described in its Documentation and Aragon will not materially decrease the overall functionality of a Service during the applicable Subscription Term ("Limited Warranty"). Changes resulting from third-party service providers or AI model updates are not deemed a decrease in overall functionality.

**9.2 Warranty Remedy.** If Aragon breaches the Limited Warranty and Customer provides a reasonably detailed warranty claim within thirty (30) days of discovering the breach, Aragon will use reasonable efforts to correct the non-conformity within thirty (30) days. If Aragon cannot do so, either party may terminate the affected Order Form or access to the non-conforming Service. Upon such termination, Aragon will refund to Customer (a) any pre-paid, unused fees under an Order Form for the terminated portion of the applicable Subscription Term; or (b) any Credits actually used by Customer in connection with the non-conforming Service during the period of non-conformance, as determined by Aragon in good faith. This Section sets forth Customer's exclusive remedy and Aragon's entire liability for breach of the Limited Warranty. These warranties do not apply to: (i) issues caused by Customer's or Users' misuse of or unauthorized modifications to the Service; (ii) issues caused by Third-Party Services or other third-party systems; (iii) use of the Service other than in accordance with the Documentation; or (iv) Trials and Betas or other free or evaluation use.

**9.3 Disclaimers.** Except as expressly set forth in Section 9.1, the Services are provided "AS IS" and "AS AVAILABLE". Aragon, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, arising from a course of dealing or course of performance, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Aragon does not warrant that Customer's use of the Services will be uninterrupted or error-free, that Aragon will review Customer Data for accuracy, or that it will maintain Customer Data without loss. Aragon is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Aragon's control. ARAGON IS NOT RESPONSIBLE, AND EXPRESSLY DISCLAIMS ALL LIABILITY, FOR CUSTOMER'S USE OF ANY OUTPUT. ARAGON HAS NO OBLIGATION TO MONITOR, REVIEW, OR SCREEN ANY OUTPUT OR CUSTOMER DATA. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

## **10. Term and Termination.**

**10.1 Term.** The term of this Agreement (the "Term") begins on the Effective Date and continues until terminated in accordance with this Agreement.

**10.2 Termination.** Either party may terminate this Agreement (including any or all Order Forms) if the other party: (a) fails to cure a material breach within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, insolvency, or similar proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days. Aragon may terminate this Agreement upon fifteen (15) days' notice if no Order Forms are then in effect, or immediately upon written notice if Customer's or any User's use of the Services poses a material risk to Aragon, its other customers, or the security, availability, or integrity of any Service.

**10.3 Effect of Termination.** Upon expiration or termination, Customer's access to the Services will cease. All Fees incurred but unpaid by Customer up to and including the effective date of expiration or termination will become immediately due and payable. If this Agreement expires or is terminated by either party for any reason other than Customer's material breach, Customer may continue to access the Services solely for the

purpose of retrieving its Customer Data for thirty (30) days following the effective date of expiration or termination (the "Data Export Period"). After the Data Export Period, or immediately upon termination for Customer's material breach, Aragon is under no obligation to store or retain Customer Data and may delete it at any time in its sole discretion. For the avoidance of doubt, Aragon's obligations under this Section 10.3 apply only to Customer Data that remains in Aragon's possession or control at the time of expiration or termination; Aragon has no obligation to make available any Customer Data that Customer or its Users have previously deleted through the Services' data deletion features. Notwithstanding the foregoing, Aragon may retain Customer Data to the extent required by applicable Law, regulation, legal process, or governmental request, or as necessary in connection with any actual or reasonably anticipated litigation, audit, or regulatory investigation. Customer Data and other Confidential Information retained in Aragon's standard backups or pursuant to this Section remains subject to this Agreement's confidentiality obligations.

**10.4 Survival.** The following Sections survive expiration or termination: 1.4 (Restrictions), 3.1 (Use of Customer Data), 3.4 (Usage Data; Aggregated Data), 3.5 (Breach Notification), 4 (Customer Obligations), 6 (AI Features), 8.3 (Fees and Taxes), 9.3 (Disclaimers), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Ownership), 12 (Limitation of Liability), 13 (Indemnification), 14 (Confidentiality), 15 (Required Disclosures), 18 (General Terms), 19 (API Access), and Exhibit A (Definitions).

## **11. Ownership.**

Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the parties, Customer retains all intellectual property rights in Customer Data provided to Aragon, to the extent such rights exist under applicable Law. Except for Customer's use rights under this Agreement, Aragon and its licensors retain all intellectual property rights in the Services (including all APIs), Documentation, Usage Data, and Aragon technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Aragon. If Customer provides Aragon with feedback or suggestions regarding the Services ("Feedback"), Aragon may use such Feedback without restriction or obligation. Customer waives any moral and similar rights relating to Feedback that Customer may have under any applicable Law. Feedback is not considered Customer Data or Customer's Confidential Information.

## **12. Limitation of Liability.**

**12.1 Exclusion of Certain Damages; Aragon's Liability Cap.** To the fullest extent permitted by applicable Law, and except as provided in Section 12.2: (a) neither party nor its affiliates, suppliers, or licensors will be liable under this Agreement for any indirect, special, incidental, reliance, consequential, exemplary, or punitive damages, or for any loss of use, lost data, lost profits, or failure of security mechanisms, even if informed of their possibility in advance; and (b) Aragon's total aggregate liability to Customer arising out of or related to this Agreement will not exceed the total Fees actually paid to Aragon, or Credits actually purchased by Customer, during the six (6) months immediately preceding the date the claim arose.

**12.2 Excluded Claims.** The exclusions and limitations in Section 12.1 do not apply to (collectively, "Excluded Claims"): (a) Customer's breach of Sections 1.4 (Restrictions) or 4 (Customer Obligations); (b) either party's breach of Section 14 (Confidentiality) (but excluding claims relating to Customer Data); (c) Customer's breach of its representations and warranties under Section 6 (AI Features); or (d) amounts payable to third parties under either party's indemnification obligations in Section 13 (Indemnification). Customer's payment obligations to Aragon are not subject to any limitation or cap. The parties acknowledge that the allocations of liability in this Section 12 reflect a negotiated and reasonable allocation of risk between sophisticated parties. The waivers and limitations in this Section 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## 13. Indemnification.

**13.1 Indemnification by Aragon.** Aragon will defend Customer from and against any third-party claim alleging that Customer's use of the Services in accordance with this Agreement infringes or misappropriates a third party's patent, copyright, trademark, or trade secret (a "Services IP Infringement Claim"), and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by Aragon resulting from such claim.

**13.2 Exceptions to Aragon Indemnification.** Aragon's obligations under Section 13.1 do not apply to the extent that the Services IP Infringement Claim arises from or is related to: (a) use of the Services by Customer or any third party not in accordance with this Agreement or in any manner or for any purpose for which the Services were not designed; (b) Customer's failure to use Updates made available by Aragon; (c) any unauthorized modifications to the Services made by or on behalf of Customer; (d) use of the Services in combination with products, services, or technology not provided or specified by Aragon; (e) Output or Customer's use thereof (subject to Sections 6 and 9.3); or (f) any open-source software, technology, or components, including any open-source or third-party AI models used in connection with the Services ((a)–(f) collectively, the "Excluded IP Claims"). Aragon's obligations under Section 13.1 also do not apply if Customer settles or makes any admissions about a claim without Aragon's prior written consent.

**13.3 Infringement Remedies.** If a Services IP Infringement Claim occurs, Aragon may, at its sole option and expense: (a) procure for Customer the right to continue using the allegedly infringing component of the Services; or (b) replace or modify the allegedly infringing component so that it becomes non-infringing, provided the overall functionality of the Services is not materially decreased. If neither alternative is commercially reasonable, Aragon may terminate access to the affected Services and will provide Customer with a pro rata refund of any pre-paid, unused fees for the terminated portion of the applicable Subscription Term, or a pro rata credit of any unused Credits purchased in connection with the affected Services. Sections 13.1 through 13.3 and the foregoing remedies constitute Aragon's sole liability and Customer's exclusive remedy for claims relating to third-party intellectual property rights.

**13.4 Indemnification by Customer.** Customer will defend, indemnify, and hold harmless Aragon and its affiliates, officers, directors, and employees from and against third-party claims, damages, fines, penalties, and costs (including reasonable attorneys' fees) to the extent arising from: (a) Customer Data; (b) Customer's or any User's breach or alleged breach of this Agreement or the End User Terms; (c) Customer's or any User's use of the Services in a manner not permitted by this Agreement; (d) Customer's or any User's violation of applicable Law in connection with the Services; or (e) Excluded Claims. Customer's obligations under this Section 13 survive expiration or termination of this Agreement.

**13.5 Procedures.** The indemnifying party's obligations in this Section 13 are subject to it receiving: (a) prompt written notice of the claim (provided that failure to provide such notice will not relieve the indemnifying party's obligations except to the extent actually and materially prejudiced thereby); (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action, or if the settlement does not provide for a full and unconditional release of the indemnified party. The indemnified party may participate in a claim with its own counsel at its own expense.

## 14. Confidentiality.

**14.1 Definition.** "Confidential Information" means information disclosed to the receiving party ("Recipient") that is designated as proprietary or confidential or that should be reasonably understood as such given its nature and circumstances of disclosure. Aragon's Confidential Information includes the terms and conditions

of this Agreement and technical or performance information about the Services. Customer's Confidential Information includes Customer Data.

**14.2 Obligations.** As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement. At the Discloser's request, Recipient will delete Confidential Information, subject to Section 10.3 (Effect of Termination), except that Aragon may retain Customer's Confidential Information to the extent required to continue providing the Services. Recipient may disclose Confidential Information to employees, agents, contractors, and other representatives with a legitimate need to know (including, for Aragon, the subcontractors referenced in Section 18.8), provided they are bound by confidentiality obligations no less protective than this Section 14. These obligations survive expiration or termination for three (3) years.

**14.3 Exclusions.** Confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of Recipient; (b) Recipient rightfully knew or possessed before receipt under this Agreement; (c) Recipient rightfully received from a third party without confidentiality obligations; or (d) Recipient independently developed without use of Confidential Information.

**14.4 Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone may be insufficient. Each party may seek equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 14.

## **15. Required Disclosures.**

Nothing in this Agreement prohibits either party from making disclosures, including of Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

## **16. Trials and Betas.**

If Customer receives access to Services or features on a free or trial basis or as an alpha, beta, or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation during the period designated by Aragon (or if not designated, thirty (30) days). Trials and Betas are optional and either party may terminate them at any time for any reason. Notwithstanding anything else in this Agreement, Aragon provides no warranty, indemnification, or credit remedy for Trials and Betas, and Aragon's liability for all claims arising from or related to Trials and Betas will not exceed US\$50.

## **17. Publicity and Marketing.**

Unless Customer notifies Aragon in writing, Customer grants Aragon a limited, worldwide, non-exclusive, revocable, royalty-free license to use Customer's name, logo, and trademarks solely for the purpose of identifying Customer as a customer of Aragon, including on Aragon's website, customer lists, and sales and promotional materials. Customer may revoke this permission at any time by written notice, and Aragon will cease future use within a commercially reasonable period. Aragon grants no license to Customer to use Aragon's name, logo, or trademarks in any external communications, press releases, or marketing materials without Aragon's prior written consent. Customer must obtain Aragon's prior written consent before issuing any press releases, public statements, or marketing communications regarding the Services.

## **18. General Terms.**

**18.1 Assignment.** Customer may not assign this Agreement without Aragon's prior written consent, except to a successor in interest that agrees to be bound by this Agreement in connection with a merger, acquisition, sale of all or substantially all of Customer's assets, or other change of control event. Aragon may

freely assign this Agreement or any of its rights or obligations hereunder. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**18.2 Dispute Resolution, Governing Law, Jurisdiction, and Venue.** Before either party initiates formal legal proceedings, Aragon and Customer agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (a "Dispute") through good-faith informal negotiation for a period of thirty (30) days following written notice from the disputing party to the other describing the nature of the Dispute in reasonable detail (the "Negotiation Period"). During the Negotiation Period, each party shall designate a representative with authority to resolve the Dispute, and such representatives shall meet and confer as reasonably necessary. If the parties are unable to resolve the Dispute within the Negotiation Period, either party may pursue its available legal remedies. Notwithstanding the foregoing, this informal dispute resolution process shall not apply to, and either party may immediately seek formal legal or equitable relief with respect to: (i) any claim by either party alleging a breach of the other party's confidentiality obligations under this Agreement; or (ii) any claim by Aragon alleging that Customer has infringed, misappropriated, or otherwise violated Aragon's intellectual property rights. This Agreement is governed by the laws of the State of California and the United States, without regard to conflicts of laws principles and without regard to the United Nations Convention on the International Sale of Goods. Subject to the Dispute resolution process herein, jurisdiction and venue for permitted actions related to this Agreement will be the state and United States federal courts located in Santa Clara County, California, and both parties submit to the personal jurisdiction of those courts. Each party irrevocably waives any objection to or claim of lack of jurisdiction or forum non conveniens with respect to such courts.

**18.3 Notices.** Except as set out in this Agreement, any notice or consent must be in writing to the addresses on file and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Aragon may also provide operational notices to Customer by email or through the Services. Email notices from Customer regarding any dispute, breach, termination, or indemnification claim must be promptly followed by written notification to Aragon by personal delivery or postal mail to be deemed effectively given and received. Aragon's address for notices under this Agreement is: Aragon AI, Inc., 440 N Barranca Ave #4760, Covina, CA 91723, or such other address as Aragon may designate in writing.

**18.4 Entire Agreement.** This Agreement (including all Order Forms) together with the End User Terms constitutes the parties' entire agreement regarding its subject matter and supersedes all prior or contemporaneous agreements regarding such subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement and any Order Forms may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

**18.5 Modifications to This Agreement.** Aragon may modify this Agreement at any time in its sole discretion. When Aragon makes changes that it, in its reasonable judgment, deems material, Aragon will provide notice by posting the updated Agreement at [aragon.ai/legal/csa](https://aragon.ai/legal/csa) or by notifying Customer by email or through the Services. Modifications become effective immediately upon posting or notice unless otherwise specified. If Customer does not agree to any modification, Customer's sole remedy is to close its Account and discontinue use of the Services. Customer's continued access to or use of the Services following notice of any modification constitutes Customer's acceptance of the modified Agreement. Notwithstanding the foregoing, any modification to the terms of an active Order Form requires the written consent of both parties. The terms in any Customer purchase order, business form, or similar document will not amend or modify this Agreement and are expressly rejected by Aragon; any such documents are for administrative purposes only and have no legal effect.

**18.6 Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in

effect.

**18.7 Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for payment obligations) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, failures of third-party networks, infrastructure, or service providers, failures or defects in third-party software, equipment, or hardware, governmental acts, orders, or regulations, refusal of government license, or natural disaster ("Force Majeure Events").

**18.8 Subcontractors.** Aragon may use subcontractors and permit them to exercise Aragon's rights, including with respect to processing Customer Data and AI training as described in Section 3.1. Aragon will enter into written agreements with such subcontractors that impose obligations materially consistent with the data use restrictions in this Agreement. Aragon will use commercially reasonable efforts to oversee subcontractors' compliance with such agreements. Aragon's written agreements with subcontractors and AI model partners that Process Customer Data will prohibit such parties from using Customer Data to train or otherwise develop general-purpose or foundation artificial intelligence or machine learning models. With respect to Subprocessors processing Customer Personal Data, Section 5.2 of the DPA controls.

**18.9 Independent Contractors.** The parties are independent contractors, not agents, partners, or joint venturers.

**18.10 Export.** Customer will comply with all applicable U.S. and foreign export and import Laws when using the Services. Customer: (a) represents and warrants that it is not on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated as a "terrorist supporting" country; (b) agrees not to use the Services in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

**18.11 U.S. Government End-Users.** Elements of the Services are commercial computer software. If Customer is a U.S. government entity, use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or related Documentation is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

**18.12 Conflicts in Interpretation.** In the event of inconsistencies or conflicts between the terms of this Agreement and any Order Forms or incorporated documents, the order of precedence is: (a) the Order Form (as to the Services purchased thereunder); (b) the body of this Agreement; (c) Schedules, exhibits, attachments, addenda, and Aragon policies applicable to this Agreement; (d) the End User Terms; and (e) the Documentation. Notwithstanding the foregoing, the DPA controls with respect to the Processing of Customer Personal Data and for purposes of Data Protection Laws, as set forth in Section 3.2 of this Agreement and Section 8.1 of the DPA.

**18.13 Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

## **19. API Access.**

**19.1 API License.** Subject to Customer's execution of an applicable Order Form for API access, compliance with this Agreement, and payment of applicable Fees, Aragon grants Customer a limited, non-exclusive, non-transferable, revocable right to access and use the Aragon API to manage Customer's team account, retrieve Output, and integrate Aragon's Services into Customer's internal workflows and systems ("**Permitted API Use**"). Customer may not expose the API directly to end users outside of Customer's organization or use the API to build a product or service for third parties without Aragon's prior written consent.

**19.2 API Keys.** API keys are issued per team and may only be used by Admin Users. Customer is responsible for maintaining the confidentiality of its API keys and for all activity conducted through them.

Customer will promptly notify Aragon if any API key is compromised. Aragon may revoke or rotate API keys at any time if Aragon reasonably believes they have been compromised or are being misused.

**19.3 Rate Limits.** API requests are subject to rate limits as specified in the applicable Order Form. Aragon reserves the right to modify rate limits upon reasonable notice. Notwithstanding any rate limits specified in an Order Form, Aragon may immediately limit or throttle API requests if Aragon determines in its reasonable judgment that the volume of API calls is excessive, constitutes abusive usage, or interferes with the proper functioning of the Services.

**19.4 API Changes.** Aragon may update, modify, or deprecate API endpoints from time to time. Where practicable, Aragon will provide advance notice of breaking changes. Customer is solely responsible for updating its integrations to maintain compatibility with the then-current API.

**19.5 Data Retrieved via API.** Image URLs and other data returned by the API may be subject to expiration as noted in Aragon's API Documentation. Customer is responsible for downloading and storing any Output it wishes to retain before applicable URLs expire. Aragon has no liability for expired or inaccessible URLs.

**19.6 Restrictions.** In addition to the restrictions in Section 1.4, Customer will not use the API to: (a) scrape, bulk-export, or systematically harvest Output or other data beyond Customer's own team data; (b) probe or test the security or performance of the API in a manner that could impair the Services; or (c) exceed rate limits through deliberate circumvention including by rotating API keys or distributing requests across multiple accounts.

## Exhibit A — Definitions

1. "Admin User" has the meaning given to it in Section 1.3.
2. "Affiliate" means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity or equivalent voting interests and "control" means the power to direct the management or affairs of an entity.
3. "Aggregated Data" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.
4. "AI Features" has the meaning given to it in Section 6.
5. "API" means application programming interface.
6. "Confidential Information" has the meaning given to it in Section 14.1.
7. "Customer Data" means any data or information, including User Content and Inputs (as defined in the End User Terms), that: (a) Customer (including its Users) submits to or receives as Output from the Services, including from Third-Party Services; and (b) is processed by Aragon to provide the Services to Customer.
8. "Data Protection Laws" means: (a) the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 and implementing regulations; (b) the General Data Protection Regulation (EU) 2016/679, the e-Privacy Directive 2002/58/EC, their national implementations in the EEA, and the data protection laws of the United Kingdom and Switzerland; and (c) any similar Laws, each as amended or replaced from time to time.
9. "DPA" has the meaning given to it in Section 3.2.
10. "Documentation" means the then-current version of Aragon's written usage guidelines and standard technical documentation for the Services made available to Customer.
11. "End User Terms" means the Aragon Terms of Service, currently available at [aragon.ai/terms](https://aragon.ai/terms), as updated from time to time.
12. "Excluded Claims" has the meaning given to it in Section 12.2.
13. "Excluded IP Claims" has the meaning given to it in Section 13.2.
14. "Feedback" has the meaning given to it in Section 11.
15. "Force Majeure Events" has the meaning given to it in Section 18.7.
16. "Laws" means all applicable local, state, federal, and international laws, regulations, and conventions, including those related to data privacy, data transfer, and export of data.
17. "Limited Warranty" has the meaning given to it in Section 9.1.
18. "Log-in Credentials" has the meaning given to it in Section 1.3.
19. "Order Form" has the meaning given to it in Section 1.1.
20. "Output" has the meaning given to it in the End User Terms.
21. "Process" means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.
22. "Recipient" has the meaning given to it in Section 14.1.
23. "Security Incident" has the meaning given to it in Section 3.5.
24. "Service" or "Services" means the then-current version of Aragon's proprietary cloud service and other services identified in an Order Form or made available through Customer's Account. Each Service includes

the Documentation for that Service.

25. "Services IP Infringement Claim" has the meaning given to it in Section 13.1.
26. "Subscription Term" means the period during which Customer's subscription to access and use the Services is in effect, as identified in the applicable Order Form.
27. "Taxes" has the meaning given to it in Section 8.3.
28. "Team Member" has the meaning given to it in Section 1.3.
29. "Term" has the meaning given to it in Section 10.1.
30. "Third-Party Services" means any third-party platform, add-on, service, or product not provided by Aragon that Customer elects to integrate or enable for use with any Service.
31. "Trials and Betas" has the meaning given to it in Section 16.
32. "Updates" means updates, modifications, or bug fixes to the Services or Documentation that Aragon provides free of additional charge to its customers.
33. "Usage Data" means information generated from the use of the Services that does not identify Users, other natural persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services, but excluding identifiable Customer Data.
34. "User" means any Admin User or Team Member of Customer or its Affiliates that Customer authorizes to use the Services on Customer's behalf, as further described in Section 1.3.