

**LightStanza**  
**Terms of Service**

Light Foundry LLC, a Colorado limited liability company (“Provider” or “LightStanza”) provides a software-as-a-service solution that is known as “LightStanza” that allows users to perform lighting and photometric calculations and analysis for lighting and daylight designs for interior and exterior environments. These Terms of Service set forth legal terms and conditions applicable to a Customer’s access to and use of the LightStanza Platform and Provider’s other Services, and all access to and use of the Services by a Customer is subject to these Terms of Service. Capitalized terms used in these Terms of Service are set forth in Section 1 below or as otherwise defined in the provisions of these Terms of Service.

THE INDIVIDUAL ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF CUSTOMER REPRESENTS AND EXPRESSLY AGREES THAT THEY ARE AUTHORIZED ON BEHALF OF CUSTOMER, AS AN OFFICER, EXECUTIVE OR OTHER AUTHORIZED AGENT, TO AGREE TO AND ACCEPT THESE TERMS OF SERVICE AND SUCH INDIVIDUAL FURTHER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THE TERMS HEREOF.

BY REGISTERING FOR, SUBSCRIBING TO, OR ACCESSING OR USING, ANY OF THE SERVICES (INCLUDING BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR TERMS TO THESE TERMS WHEN PRESENTED), CUSTOMER ACKNOWLEDGES THAT IT HAS READ ALL OF THESE TERMS AND CONDITIONS AND AGREES TO COMPLY WITH THEM. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS OF SERVICE, CUSTOMER MAY NOT ACCESS OR OTHERWISE USE ANY SERVICES AND MUST DISCONTINUE ALL USE THEREOF. CUSTOMER’S ACCESS TO AND USE OF THE ANY OF THE SERVICES INDICATES CUSTOMER’S FULL UNDERSTANDING AND ACCEPTANCE OF THESE TERMS OF SERVICE.

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE CUSTOMER TO SUBMIT CLAIMS CUSTOMER HAS AGAINST PROVIDER TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION PROVISION, (1) CUSTOMER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST PROVIDER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) CUSTOMER WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. THESE TERMS OF SERVICE ALSO CONTAIN OTHER LIMITATIONS ON CUSTOMER, INCLUDING LIMITATIONS ON PROVIDER’S LIABILITY AND DISCLAIMERS OF WARRANTY, AND CUSTOMER SHOULD READ THESE TERMS CAREFULLY.

THE PLATFORM AND OUR SERVICES PROVIDE TOOLS AND TECHNOLOGY THAT MAY ASSIST IN THE PROVISION OF PROFESSIONAL SERVICES OR OTHER ACTIVITIES, INCLUDING IN THE FIELDS OF ENGINEERING, CONSTRUCTION, DESIGN, REAL ESTATE AND OTHER AREAS. PROVIDER DOES NOT PROVIDE ANY PROFESSIONAL SERVICES, INCLUDING IN THE AREAS DESCRIBED ABOVE, AND ONLY PROVIDES TECHNOLOGY SOLUTIONS. THE PLATFORM AND OUR SERVICES, INCLUDING ALL PLATFORM OUTPUTS, ARE PROVIDED FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY, AND ARE NOT INTENDED TO PROVIDE, AND SHOULD NOT BE RELIED ON FOR ANY PROFESSIONAL ADVICE. THE PLATFORM AND THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL SERVICES AND WE EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE CONTENT, INFORMATION OR DATA PROVIDED BY THE SERVICES, INCLUDING ANY PLATFORM OUTPUTS, MAY BE COMPLIANT WITH APPLICABLE INDUSTRY, REGULATORY OR LEGAL REQUIREMENT. YOU ARE SOLELY AND FULLY RESPONSIBLE AND LIABLE FOR YOUR PROFESSIONAL SERVICES AND PRACTICES, INCLUDING ANY SERVICES IN THE ENGINEERING, CONSTRUCTION, DESIGN AND REAL ESTATE FIELDS. RELIANCE ON ANY CONTENT, INFORMATION OR DATA PROVIDED BY THE PLATFORM OR SERVICES, INCLUDING ANY PLATFORM OUTPUTS, OR OTHERWISE APPEARING ON THE

SERVICES IS SOLELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF THE SERVICES, INCLUDING FOR DETERMINING THE MANNER IN WHICH YOU ACCESS AND USE THE SERVICES AND THE EXTENT TO WHICH YOU UTILIZE THE RESULTS OF THE SERVICES. IN PARTICULAR, WE ASSUME NO RESPONSIBILITY FOR THE CORRECTNESS OR APPROPRIATENESS OF PLATFORM OUTPUTS PRESENTED TO YOU. WE RECOMMEND THAT YOU CHECK ANY INFORMATION AND RESULTS, INCLUDING THE PLATFORM OUTPUTS, YOU OBTAIN FROM THE SERVICES.

1. **Definitions.** For purposes of this Agreement, capitalized terms used herein shall have the meanings set forth in this Section or the meanings otherwise given to them in the main body of this Agreement or its Exhibits:

“Applicable Laws” means any applicable law, rule, regulation or other government requirement.

“Authorized Users” means (i) employees, agents and representatives of Customer, and (ii) Invited Users; all who authorized to access the Services pursuant to the terms of this Agreement.

“Customer”, “you” “your” and other similar terms means the entity, company, organization, individual or party that is accepting and agreeing to, or is otherwise bound by, these Terms of Service as set forth herein and that is accessing and using the Services for the Permitted Use.

“Customer Data” means any data, information, models, designs, content or other materials that Customer or the Authorized Users directly or indirectly upload, provide, input, transmit to Provider or any of the Services, including any such data that is provided to, or processed by, the Services.

“Evaluation Term” such period set forth in an Order, and if no period is set forth in an Order, thirty (30) days or such period of time as may be offered by Provider in its sole and absolute discretion, during which period a Customer may evaluate any Services.

“Feedback” means any feedback from Customer or an Authorized User related to their respective access to and use of the Services, including without limitation, feedback on features or functionality, usability, specifications, software or hardware compatibility, interoperability, performance, technology integrations, bug reports, test results and documentation requirements, and may also include suggestions or ideas for improvements or enhancements to the Services.

“Installed Software” means Provider’s downloadable software plug-in that enables and facilitates the Platform’s integration with supported materials or technology as made available by Provider in its sole discretion.

“Intellectual Property Rights” means (i) all intellectual property rights and/or interests, including without limitation, copyrights, trademarks, trade dress, patents, trade secrets, logos, trade names, any and all proprietary rights, publicity and/or privacy rights, industrial property rights, design rights, database rights, rights in software and computer code, and moral rights, whether statutory or otherwise, and whether registered or not, in any country or jurisdiction, (ii) all current and future applications, registrations, renewals, extensions, continuations, reversions, divisions, and reissues of any of the foregoing, and (iii) all rights to enforce such rights or interests, worldwide and in perpetuity.

“Invited Users” means Customer’s individual end clients or third parties that Customer elects to provide access to the Platform if permitted pursuant to this Agreement, who may only have limited access or functionality to the Platform. For example, an architect’s or engineer’s end clients.

“Order” means (i) an online order page or similar website page on a Provider website or other related site or page that allows Customer to select or order any of the Services (e.g. selecting a specific service or offering level or pricing plan offered by Provider, selecting a particular Platform Output tier, model or framework, selecting a particular Platform usage level, etc.), or (ii) any order form, invoice, statement of work or other written

agreement that is signed by the Parties or electronically agreed to by the Parties and which sets forth the particular Services to be provided to Customer and that incorporates these Terms of Service by reference (and any Customer terms on such document shall be void and not apply).

“Party” means Provider or Customer individually and “Parties” means the Party and Customer collectively.

“Permitted Use” means access to and use of the LightStanza Platform by Customer solely for Customer’s internal business purposes.

“Personal Information” means data that can be used to identify, contact, or locate a natural person, which may include but is not limited to, name, address, telephone number, e-mail address, online contact information (including, without limitation, an instant messaging user identifier or a screen name that reveals an individual’s e-mail address), account numbers (financial and otherwise), government-issued identifier (including, but not limited to, social security number) and any other data considered personal information or personal data under Applicable Laws (including, in some jurisdictions, IP addresses, and where applicable cookie information and mobile identifiers).

“Platform Outputs” or “Outputs” means the results, analysis, data, summaries, reports, content, materials, analytics, designs or other information or data that are produced or generated by the Customer’s access to and use Platform or Services, including any of the foregoing that are based on Customer Data. Platform Outputs (or portions thereof) do not and shall always exclude include any Provider IP (e.g. any portion of Outputs that include Provider IP (like design templates, underlying models, etc.) are not considered Outputs but rather Provider IP).

“Provider IP” means Provider’s intellectual property and technologies (whether existing before or developed or arising after the Effective Date), including, without limitation, Provider’s software, code, tools, methods, procedures, frameworks, algorithms, applications, know-how, proprietary information, ideas, techniques, forms, designs, report or spreadsheet templates, technical data, technical specifications, designs, models, content, materials, research, developments, inventions, products, works of authorship, records, reports, and documentation (both printed and electronic) whether or not any of the foregoing may be patented, copyrighted, trademarked or otherwise protected and including any derivatives, improvements, enhancements or extensions of any of the foregoing. Provider IP includes without limitation, the Platform, the Services, the Analytical Data, the AI Improvements, the AI Models and all Feedback.

“SaaS Services” means access to and use of the LightStanza Platform for the Permitted Use in accordance with the terms of this Agreement.

“Sensitive Information” means information that: (a) relates to an individual’s race or ethnicity, religious beliefs, sexual orientation, medical records, health matters, financial matters, pharmaceutical prescriptions, social security numbers or financial account numbers, (b) is collected from children under the age of 13, or (c) is otherwise considered sensitive information (or similar terms) under Applicable Laws.

“Services” means, collectively, (a) the SaaS Services; (b) any additional services or offerings that may be provided by LightStanza related to the Platform (whether pursuant to an Order or otherwise), and (c) any other services or technologies provided by Provider from time to time hereunder.

“LightStanza Platform” and “Platform” mean (i) Provider's proprietary software-as-a-service offering known as “LightStanza” which allows users to perform lighting and photometric calculations and analysis for lighting and daylight designs in buildings; (ii) the Installed Software, and (iii) any related data, APIs, software, technology and/or software and platform specific related services that Provider may provide from time-to-time pursuant to the terms of this Agreement.

“Terms of Service”, “Terms” or “Agreement” means these LightStanza Terms of Service and any related

policies or agreements incorporated by reference.

“Third Party Technology” means (i) any third party technology required or permitted to access and use the Services (e.g. Internet access, desktop, laptop computers or other compatible devices, web browsers, browser extensions, etc.), and (ii) any third party software platforms, applications and services that may from time to time be integrated with, or be accessed by, the Services.

## 2. **Organizational Use; Effective Date; Binding Effect.**

a. **Organizational Use.** The individual entering into these Terms of Service on behalf of Customer hereby represents that they have the authority to bind Customer, its affiliates and all Authorized Users who access any of the Services through Customer’s account to these Terms of Service. ANY INDIVIDUAL WHO DOES NOT HAVE SUCH AUTHORITY, OR WHO DOES NOT AGREE WITH THESE TERMS OF SERVICE, MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT ACCESS NOR USE ANY OF THE SERVICES. If you an individual or sole proprietorship, you are the Customer.

b. **Effective Date; Right to Modify; Binding Effect of Continued Use.** These Terms of Service are effective as of the date that Customer first accepts these Terms of Service or otherwise first uses any of the Services (the “Effective Date”). The Effective Date may also be set forth in a signed Order. Provider reserves the right to change these Terms of Service from time to time without notice to the Customer or its Authorized Representatives and any modifications or changes to these Terms of Service shall be effective upon such modification or amendment being posted to the Provider website, the Platform or otherwise communicated (via email or otherwise) to Customer. Customer acknowledges and agrees that it is Customer’s and its Authorized Representatives’ responsibility to review these Terms of Service periodically and to be aware of any modifications. Customer’s continued use of the Services after such modifications will constitute Customer’s acknowledgement of the modified Terms of Service and agreement to abide and be bound by the modified Terms of Service.

## 3. **Services.**

a. **Evaluation.** Provider may offer Customer a free evaluation of the Services (or portions thereof) as set forth in, and for the Evaluation Term set forth in, an Order (e.g. on the pricing page where you sign up or a signed Order). During the Evaluation Term, and subject to the terms and provisions of these Terms of Service, Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform on an software-as-a-service basis solely for the Permitted Use for evaluation purposes only, and subject to any limitations or requirements of Provider related to evaluations. Provider reserves the right to limit the Services or provide only certain functionality or support with respect to the Services during an Evaluation Term.

b. **SaaS Services.** During the Subscription Term (as defined below) and subject to the terms and provisions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to access and use, and to permit Authorized Users to access and use, the LightStanza Platform solely for the Permitted Use and subject to any particular access or usage plan Customer has selected, in each case as set forth in an Order. The particular Platform features, functionality, usage and access rights and limitations/restrictions covered by Customer’s subscription may be further defined in Customer’s Order.

c. **License to Installed Software.** During the Subscription Term and subject to the terms and provisions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable right and license to allow Authorized Users to install and use the Installed Software on Customer’s local networks and systems for the sole purposes of using the Installed Software in connection with Customer’s Platform subscription and in each case only consistent with its intended use.

d. **Orders.** Specific terms and conditions relevant to Customer’s use of the Services being purchased

by Customer shall be mutually agreed by the Parties from time to time in one or more Orders. Among other things, an Order may set forth (i) the subscription tier or plan (and related limitations or use restrictions – e.g. limits on calculations, import limitations, etc.), (ii) fee and payment terms, (iii) Customer’s subscription term, (iv) contact information for the Parties, and (v) any other terms, conditions or provisions. Each Order shall be subject to all of the terms and conditions of this Agreement. The Parties may also from time to time mutually agree to modify or amend Customer’s existing Order terms by entering into an amendment to an existing Order (a “Change Order”). Each Order and Change Order shall only be effective once signed or agreed to by both Parties (email agreement being sufficient for this purpose). Any Change Orders entered into by the Parties shall constitute an amendment to the applicable Order and the revised terms and services set forth in the Change Order shall be deemed to be Services that are part of the original Order and are covered by this Agreement.

e. Support and SLAs. During the Term and subject to the terms and provisions of this Agreement, Provider shall use commercially reasonable efforts to provide Customer with the support services and service levels set forth in Exhibit A.

f. Authorized Users. Authorized Users shall be granted access to the Platform for the Permitted Use through Provider’s standard user registration process in effect from time to time (which may require Customer to establish an administrator account and such administrator to send out standard user account invitations, etc.). Customer shall be entitled to a reasonable number of Authorized Users (unless a specific seat number is set forth in an Order), and Customer shall be responsible for verifying the status of its Authorized Users, updating its Authorized User lists on a regular basis and providing any such lists to Provider upon request. Provider shall have the right to monitor use of the Platform and user credentials. Customer and each of its Authorized Users are responsible for maintaining the confidentiality of usernames and passwords. Customer agrees to immediately notify Provider of any unauthorized use of the Platform of which Customer becomes aware. Customer shall be fully liable and responsible for each Authorized User’s compliance with the terms and provisions of these Terms of Service and any of their acts or omissions in relation to the Services. Each Authorized User accessing the Services shall be required to have a separate Authorized User account and sharing of accounts or passwords is not permitted. For the avoidance of doubt, Provider shall not be responsible for onboarding Customer or its Authorized Users and Customer shall have this responsibility. Notwithstanding anything in this Agreement to the contrary, (i) Invited Users may have limited access to the Platform, and (ii) Invited Users may be subject to any access or use limitations as required by Provider as well as any other onboarding terms of service, agreements or other policies or terms that Provider may implement or require from time to time.

g. Beta Services. Provider may from time to time offer Customer the opportunity to utilize Beta Services, and in such case Customer may choose to try such Beta Services in its sole discretion. Beta Services are provided “AS IS”. Beta Services are intended for evaluation purposes only and not for production use, are not supported, and may be subject to additional terms that will be presented to Customer at the time of deployment. Provider provides no representations and warranties regarding the Beta Services. All use requirements and restrictions, Provider’s reservation of rights and Customer’s obligations concerning the Provider IP as set forth herein shall apply to the Beta Services. Provider may discontinue Beta Services at any time in its sole discretion. For purposes of the foregoing, Beta Services may be identified as such in the Platform or via other notice to Customer.

h. Prior Agreements. This Agreement replaces and supersedes any and all agreements Customer has previously entered into or agreed to with respect to any of the Services (e.g., Beta Agreements, Evaluation Agreements, Trial Agreements, Service Agreements, SaaS Agreements, Terms of Use, etc.) (the “Prior Agreements”), and all such Prior Agreements are hereby terminated and Provider shall have no further obligations thereunder.

#### 4. Customer Agreements.

a. Requirements and Restrictions. Except as expressly set forth herein, Customer and the Authorized Users shall not: (a) loan, rent, or lease the Services or otherwise transfer or assign the right to use or

commercialize any of the Services, including but not limited to posting or otherwise making the Services available on the Internet including as a service bureau or application service provider; (b) itself, nor permit or encourage others to, reverse engineer, decompile, decipher, disassemble, translate or otherwise decrypt or discover the source code of all or any portion of the Services; (c) modify, adapt or write or develop any derivative works based on the Services or use the Services in any manner except as expressly provided in this Agreement; (d) interfere with or disrupt the integrity or the operation of the Services; (e) copy any features, functions, screens, interfaces or graphics of the Services; (f) violate any Applicable Laws, third party rights or Provider policies while using or receiving the Services; (g) use the Services or submit any Provider forms if temporarily or indefinitely suspended from using the Services by Provider; (h) manipulate the Platform, the other Services, email responses or interfere with any other Provider client's or user's use of the Services; (i) provide false, inaccurate, misleading, defamatory, or libelous information or content; (j) spoof or create any emails, content, correspondence or other information from Provider, including fake or fraudulent acceptances or offers; (k) create any competitive service or feature (or otherwise establish a competitive business) based on, in whole or in part, the Services or any of Provider's business ideas; (l) distribute viruses or any other technologies that may harm Provider or the interests or property of Provider's other clients and users; (m) harvest or otherwise collect information about the Provider's clients and users, including email addresses, without their consent; (n) use the Services to gain unauthorized access to the Provider's or any third parties network(s) or server(s); (o) interfere with any of the Provider's other client's and user's use and enjoyment of the Services; and/or (p) violate the Intellectual Property Rights of any person or entity.

b. Modifications. Customer acknowledges and agrees that, from time-to-time, portions of, or functionality included in, the Services may be added to, modified, or deleted by Provider and that the Services may change over time. Provider may (but is not required to) expand or enhance the Services by providing additional features in the general course of Provider's standard development model and offering road map ("Premium Features"). Customer acknowledges and agrees that certain Premium Features may be priced separately in Provider's sole discretion and Customer may be required to pay additional amounts for such Premium Features (in addition to Fees previously agreed upon by the Parties). Customer understands that certain functionality and portions of the Services may only be available to certain customers and that not all functionality and portions of the Services may be available to all customers and all users. Any Premium Features made available by Provider shall be considered Services and shall be subject to these Terms of Service. Premium Features purchased by Customer shall be mutually agreed upon in an Order prior to Customer being charged for those Premium Features.

c. Third Party Technology. Customer shall be responsible for obtaining and maintaining any Third Party Technology. Customer shall also be responsible for maintaining the security of the Third Party Technology, Customer accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of any of the Customer accounts or the Third Party Technology with or without Customer's knowledge or consent. In order for Customer to make full use of the Services, it may be necessary for Customer to use particular Third Party Technology and Customer shall be responsible for procuring and maintaining such Third Party Technology and complying with any requirements related thereto. If Customer is unable to access all or part of the Services because it does not have access to any necessary Third Party Technology, this shall not constitute a breach of these Terms of Service by Provider and Provider shall not be liable for any loss, damage or expense which may result from Customer's inability to access the Services.

d. Customer Offerings. Provider assumes no responsibility for Customer's products, services, solutions, offerings, operations and other business activities (the "Offerings"), including, without limitation, that use of the Service by Customer and its Authorized Users (including any results or outputs generated by Customer's and its Authorized Users' use of the Service) shall comply with all Applicable Laws. Customer is solely responsible and liable for providing and delivering the Offerings to its clients, customers and user base, and resolving all disputes with such clients, customers and user base. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY OF CUSTOMER'S OFFERINGS AND ANY CLAIMS, ISSUES, MATTERS OR OTHER INTERACTIONS WITH ANY OF CUSTOMER'S CLIENTS, CUSTOMERS OR USER BASE.

e. Customer Responsibilities. Customer covenants and agrees that, at all times during the Term, it shall: (i) perform those tasks and assume those responsibilities required of it by Provider to provide the Services; (ii) ensure that only permitted Authorized Users use the Services and only as intended and in accordance with the terms of this Agreement and any provided documentation; (iii) upon Provider's request, make available to Provider Customer personnel familiar with Customer's business requirements related to the Services (iii) comply with, and cause the Authorized Users to comply with, all Applicable Laws when using the Services; and (iv) reasonably cooperate with Provider regarding the Services (collectively, the "Customer Responsibilities"). Customer understands that Provider's performance is dependent on Customer's timely and effective satisfaction of Customer Responsibilities hereunder and timely decisions, responses and approvals by Customer.

f. Platform Rules. Customer acknowledges and agrees that Provider may establish rules of behavior and/or an acceptable use policy or other similar policies or documents that outline how the Services may be used and any Authorized User requirements with respect thereto (collectively an "AUP"). This Agreement incorporates by reference the terms of any such AUP as set out on the Platform or as provided to the Customer from time to time (whether via email or via public posting on the Platform) and Customer shall ensure that it and its Authorized Users comply with the terms of such AUP.

g. Outputs. Customer acknowledges and agrees that as part of the Services, the Platform will generate and provide certain Outputs. Customer acknowledges and agrees that the Outputs are generated using Customer Data and other third party data, and Provider is not responsible for the accuracy, integrity, quality, legality, usefulness or safety of or relating to such Outputs. The Outputs are not intended as a replacement for Customer's own actions and obligations with respect to its services and operations and it is solely Customer's responsibility to review the Outputs and confirm their accuracy and the manner in which Customer desires to utilize the Outputs. The Services are provided for informational and convenience purposes and are not intended to be a substitute for Customer's independent business judgment and/or professional, architectural or engineering judgment. Without limiting the foregoing, Customer acknowledges and agree that Outputs may be inaccurate or insufficient due to the particular Customer Data submitted to the Platform by Customer and the Authorized Users and any third party data (e.g. manufacturer specs), and Customer hereby agrees to waive, and hereby does waive, any legal or equitable rights or remedies Customer has or may have against Provider with respect thereto. Customer acknowledges and agrees that Provider does not (a) make engineering or professional determinations, (b) provide, direct, or control the provision of Customer's services, or (c) provide any advice, recommendations, interpretation, or application of the Outputs produced by or resulting from the Platform. Customer acknowledges and agrees that Customer will be solely responsible for (i) analyzing, interpreting, or applying any Outputs, (ii) providing all professional advice, and (iii) taking all actions related to or arising from any Outputs. Provider shall not be liable in any way for or in connection with Customer's reliance on any Outputs, including, but not limited to, for any inaccuracies, errors or omissions in any Outputs, or for any loss or damage of any kind incurred as a result of the use of any Outputs. Customer is solely responsible for its business decisions.

h. AI Terms. Unless a written signed Order contains an AI Training Opt-Out, Customer agrees to the AI related terms and provisions set forth in Exhibit B. For clarity, only a signed written Order that includes the AI Training Opt Out may modify Customer's acceptance of Exhibit B all Orders that are agreed to on a click-wrap of online acceptance basis are subject to the terms of Exhibit B. Customer acknowledges and agrees that if an AI Training Opt-Out is set forth in a written signed Order (i) Customer will not be provided any access to AI features or functionality, and (ii) additional fees and amount may apply. For purposes of this Agreement, an "AI Training Opt-Out" means that the parties have agreed in a written Order signed by the Parties that Provider will not train its AI Models (as defined in Exhibit B) with Customer Data by including specific language stating that Exhibit B of this Agreement will not apply.

i. Analytical Data. Provider may generate and use data and information concerning Customer's and the Authorized Users' use of the Services and its Customer Data (collectively "Analytical Data"), including but not limited to compiling statistical and performance information related to the operation of the Services or as related to a Customer's designs or Outputs (e.g. use of certain manufacturer products). Provider may use

Analytical Data for its business purposes, including to provide and improve the Services, evaluate and analyze Service usage, and to develop additional offerings. The foregoing shall not limit, in any way, Provider's confidentiality obligations as set forth in this Agreement. Customer acknowledges and agrees that Provider may make Analytical Data publicly available, provide it to third parties or otherwise commercialize it, provided that the Analytical Data is aggregated and/or anonymized and does not otherwise identify Customer or its Authorized Users as the source of such Analytical Data. Notwithstanding the foregoing, Provider shall not train its AI Models (as defined in Exhibit B) with Customer Data if an AI Training Opt-Out is agreed to in a signed written Order.

j. Age for Use of the Services. All Authorized Users must be 18 years of age or older to visit or use any of the Services in any manner. By using or receiving any of the Services or otherwise accepting these Terms of Service, Customer represents and warrants to Provider that all of its Authorized Users are at least 18 years of age or older (unless otherwise mutually agreed in an Order), and that each such Authorized User has the right, authority and capacity to agree to and abide by these Terms of Service. Customer also represents and warrants to Provider that Customer will cause all of its Authorized Users to use the Services in a manner consistent with any and all applicable laws and regulations.

k. No High-Risk Activities. The Services are not specifically designed or intended for use in connection with, or related to (including testing or analysis related to), high-risk, sensitive or hazardous environments requiring fail-safe or exact performance, including, but not limited to, the operation of nuclear facilities, air traffic control, medical devices, weapons systems, critical infrastructure, aircraft components or other similar hardware or machines, in which the failure of the Services could lead directly to death, personal injury, or material physical or environmental damage (all of the foregoing, "High Risk Activities"). Accordingly, Provider specifically disclaims any express or implied warranty of fitness for High Risk Activities and all liability related to use in connection therewith.

l. Third Party Materials and Products. The Services may display, include, or make available third-party content (including data, information, applications, templates, products, and other products, services, and/or materials) or provide links to third-party websites or services ("Third Party Materials"). Third Party Materials may include links to or information about certain manufacturer products that may be applicable to your Customer Data or services to your end clients. You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Provider makes no representations or warranties that Third Party Materials will work with your Customer Data, designs or projects and Customer is solely responsible for ensuring any Third Party Materials are suitable for Customer's purposes.

## 5. Provider Rights.

a. License. During the Term and in addition to any other rights or licenses set forth in this Agreement, Customer hereby grants Provider (and its contractors and service providers involved in providing the Services) a right and license to access, use, process, display and manipulate any Customer Data, any Outputs, and any Customer equipment or Third Party Technology as necessary to provide, improve, support and monitor the Services, including, without limitation, to access and transmit Customer Data and other information to the Services, to store such Customer Data and information for purposes of providing the Services, to process and use such Customer Data and other information in connection with the Services, and to improve the Services and develop new features, functionality and related products (including through its contractors and service providers). Additionally, Customer hereby grants Provider a right and license to display or use, in advertising or otherwise, Customer's name, logo and trademarks, to provide the Services and to indicate that Customer is or was a Platform user.

b. Monitoring. Provider shall have the right and ability to monitor Customer's and each Authorized



User's use of the Services, and Customer Data uploaded to and/or processed by the Services, to: (i) verify their respective compliance with the terms and provisions of these Terms of Service; (ii) respond to any Applicable Law or any legal process or request from a governmental or regulatory authority (in which case Provider shall provide prompt notice to Customer where permitted by law or regulation and use its reasonable efforts, at Customer's expense, to assist Customer in seeking a protective order or another appropriate remedy, as may be applicable); (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to Authorized User support requests; or (v) protect the rights, property or safety of Provider, Provider's users or contractors and the public.

c. Remote Disablement & Suspension. Provider may immediately remotely disable, suspend, throttle or terminate access to the Services if: (i) Provider reasonably believes that Customer or any Authorized User is in breach of this Agreement, including, without limitation, failure to pay fees when due; (ii) Customer or any Authorized User engages in excessive utilization of the Services which affects, or could reasonably (in Provider's opinion) affect, system availability or performance; (iii) Provider in good faith suspects that any third party has gained unauthorized access to the Services using a credential issued by Provider to Customer or its Authorized Users; (iv) Provider is required by applicable law or regulation, legal process or any governmental or regulatory authority to suspend the Services; or (v) Provider reasonably believes such action is necessary to prevent or limit any suspension, termination or breach of any third party contract or service that Provider uses to provide the Services. In addition, Provider may temporarily suspend access to the Services during planned downtime. Provider shall not be liable to Customer, its Authorized Users or any other third party for any such modification, suspension, termination or discontinuation of Customer's rights to access and use the Services, and Customer shall remain liable for the payment of all Fees. In addition, in the event that Provider has a reasonable belief that Customer is not in compliance with the terms of this Agreement, then Provider shall have the right to audit Customer's business, records and systems to ensure compliance with the terms of this Agreement. Provider shall provide ten days' notice to Customer and such audit shall not unreasonably interfere with Customer's operations. In the event that a violation of these Terms of Service is found by Provider and such violation relates to an underpayment of fees, then, in addition to any other rights it may have, Provider shall invoice and Customer shall pay all underpaid fees plus interest at the rate of 5% per month plus the fees of such audit.

## 6. Ownership; IP.

a. Provider IP. Customer agrees that the Provider IP is owned by Provider or its licensors, and is protected by U.S. and international intellectual property laws, and that Provider shall solely own and retain all right, title and interest to, including all Intellectual Property Rights in, the Provider IP. Customer agrees to assign and hereby does assign to Provider all of its right, title and interest in and to the Feedback, including all Intellectual Property Rights therein. Additionally, Provider shall own all right, title and interest, including all Intellectual Property Rights, in and to all inventions, improvements, developments, discoveries, marks, logos, know-how, trade secrets, notes, records, reports, drawings, designs, data, computer programs and all other works of authorship conceived, made, discovered or developed by or on behalf of Provider in performing the Services hereunder or provided or delivered to Customer hereunder (collectively, the "Inventions"), and all Inventions are considered Provider IP for purposes of this Agreement. The Provider IP is and shall be deemed the Confidential Information of Provider.

b. Included Provider IP. In certain circumstances, Outputs may include, be based on or otherwise reference or comprise of Provider IP (e.g. Provider's base models, templates, designs, etc.) ("Included Provider IP"). Provider IP, including Included Provider IP, may not be reproduced, copied, sold, or used for any commercial purpose without written consent from Provider, provided that Included Provider IP may be provided to Customer's customers and end clients solely as permitted in the last sentence of this section. Solely to the extent that Outputs include Included Provider IP, Provider grants Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Included Provider IP solely in connection with your use of the Outputs for the Permitted Use and subject to the terms of this Agreement and any other terms or policies of Provider with respect thereto. Customer may not separately or independently use the Included Provider IP for any purpose and may not provide any Outputs including Included Provider IP to any third party except its customers and end clients

for their internal use in connection with the Customer Offerings.

c. Customer IP. Provider agrees that (i) the Customer Data is owned by Customer and is protected by U.S. and international intellectual property laws, and that Customer shall own and retain all right, title and interest to, including all Intellectual Property Rights in, the Customer Data, subject to Provider's and the license and use rights set forth in this Agreement or otherwise mutually agreed; and (ii) the Outputs (but not the Included Provider IP) are owned by Customer and are protected by U.S. and international intellectual property laws, and that Customer shall own and retain all right, title and interest to, including all Intellectual Property Rights in, the Outputs; subject in each of (i) and (ii) to Provider's license and use rights set forth in this Agreement.

d. Customer Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all Customer Data, and Provider assumes no responsibility for the review, approval, deletion, correction, destruction, loss, infringement or failure of the Services to store any Customer Data. Without limiting the foregoing, Customer shall not, and shall not permit any Authorized User to, submit, provide, make available or upload any Customer Data to the Provider or Services that: (a) include offensive, harmful, fraudulent, false and/or abusive language or content, including without limitation: obscenities, harassment, vulgarities, pornography, sexually explicit language and hate speech (e.g., racist/discriminatory speech.); (b) are determined by Provider in its sole discretion, to be illegal, or to violate any Applicable Laws or the rights of any other person or entity (including intellectual property rights or privacy rights); or (c) that are encrypted or that contain viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information. Provider reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data and Outputs that Customer (or the Authorized Users) may store, post, collect, save or transmit on or through the Services. Provider shall not be required to maintain a backup or copy of any Customer Data or Outputs and Provider shall have no liability for any loss of Customer Data or Outputs, whether caused by Provider, Customer, any third party service provider or any third party. Customer shall comply with all Applicable Laws related to the transmission or storage of data and other materials and content through the Services. Customer shall be solely responsible for its actions and the actions of the Authorized Users while using the Services and the contents of its and their respective transmissions through the Services. Customer is solely responsible for ensuring that it and the Authorized Users have all rights necessary to provide the Customer Data to Provider and the Services and to permit Provider and the Services to process the Customer Data consistent with the intended purposes of the Services. Customer acknowledges and agrees that no transmission or hosting of information, data or content is 100% secure and there remains a possibility that Customer Data and Outputs may be subject to unauthorized access by hacking, malware, systems breach or other unauthorized method and Provider shall have no liability relating to any such breach or access.

e. Personal Information. Provider shall collect Personal Information as necessary to provide the Services, and to permit Customers and the Authorized Users to access and use the Services. For example, Authorized Users may be required to provide certain basic Personal Information like their email address, name, and title in order to register on or access the Services or to receive communications from Provider regarding the Services, and Customer may also elect in its sole discretion to submit Customer Data that includes Personal Information via the Platform when utilizing Platform functionality. With the exception of Personal Information from Authorized Users consistent with the foregoing, please note that (i) Provider does not require or collect any other Personal Information during the course of providing the Services and Customer is hereby requested not to use the Services to process or store any other Personal Information, and (ii) Customer exercises sole control and discretion with respect to the Personal Information that it elects to provide and makes available for processing by the Services. To the extent Provider has been provided Personal Information, the terms and provisions of Provider Data Processing Agreement (found at <https://lightstanza.com/legal-2/> or any other location on Provider's website) (the "DPA") shall apply and the Parties hereby expressly agree to such DPA. In no event shall Customer or any Authorized User provide any Sensitive Information to or the Services.

f. Suspected Copyright Violations. Provider respects the intellectual property of others, and Provider asks Customer to do the same. If Customer believes its or an Authorized User's copyright, trademark or

other property rights have been infringed by the Services, Customer should send notification to Provider, via the contact information described herein, immediately. To be effective, the notification must include: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) information reasonably sufficient to permit Provider to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted; (iii) identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit Provider to locate the materials; (iv) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

7. **Fees.**

a. **Free Evaluation.** During the Evaluation Term (if any), there shall be no fees for use of the Services.

b. **Services Fees and Payment Terms.** After an Evaluation Term and unless Provider offers a free tier in its sole discretion, the Services are a fee-based subscription service. Accordingly, in order to access and use the Services, Customer must and shall pay all applicable fees for the Services as set forth in or on an Order (the “Fees”). Fees shall generally be based on Platform usage and/or subscription tiers which will be presented to Customer at the time of Service subscription/purchase or as otherwise set forth in an Order. Additional or different Fees may also from time to time apply depending on the particular Services being purchased by Customer (and in each case shall be mutually agreed in an Order prior to being charged). For example and without limiting the foregoing, when you sign up for the Services, the fees may be presented to you on LightStanza’s pricing/offering tier pages and/or at the purchase/check-out website page which shall be considered the Order. Unless otherwise set forth in an Order or as expressly set forth in the Platform (e.g. if Provider provides a 45 day refund right for first time sign-ups), all Fees are non-cancelable and non-refundable, except as otherwise provided for herein. Customer will pay all Fees in U.S. Dollars.

c. **Changes to Fees.** Anytime after Customer’s Initial Subscription Term LightStanza may change Fees due with any of the Services (e.g. ongoing Platform subscriptions, and usage rates and fees) upon thirty (30) days’ prior notice (such notice may be provided via email, posting on LightStanza’s website, notice in the Services or otherwise).

d. **Payment Authorization; Invoices; Recurring Billing.** A valid credit card, bank account or other payment method will be required to subscribe to the Services. Provider will bill Customer in accordance with Customer’s Order, Provider’s standard practices or any applicable pricing schedule set forth on Provider’s website. Customer shall pay invoices in accordance with Provider’s payment procedures which may include Provider automatically charging Customer’s credit card or other payment method on file for Services. In particular, Customer acknowledges and agrees that Provider may automatically charge Customer’s credit card on file or otherwise processing payments (e.g. ACH, payment processing via Stripe, etc.) without any further action required by Customer. There will be no refunds or credits for partial months of paid Services, or for pre-paid Services that are unused. Customer agrees to be billed monthly, annually or at such other installments as set forth in an Order or as applicable to Provider’s standard Services (e.g., usage based), and hereby grants Provider the right to charge Customer’s credit card (or otherwise facilitate payment – e.g. ACH, Stripe) with the payment information Customer has provided, including in advance and on a recurring basis. Customer will reimburse Provider for any fees that Provider may be charged related to declined payments, and Customer will keep Provider informed of all changes to the Customer’s billing information. All amounts invoiced hereunder are due and payable as specified in the applicable Order. Unpaid Fees that are not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by applicable law, whichever is lower, plus all reasonable expenses of collection.

e. No Refunds. Unless otherwise set forth in an Order or as expressly set forth in the Platform (e.g. if Provider provides a 45 day refund right for first time sign-ups), Provider does not offer any refunds unless required by Applicable Law. If Customer terminates its subscription or plan during the middle of the Term or pre-pays for usage that it does not actually use, Customer will not be entitled to a refund or credit, unless required by Applicable Law.

f. Promotional Pricing. If Provider offers Customer a promotion (e.g., a promotional price) for a subscription, the specific terms of the promotion will be disclosed during sign-up or in other materials provided in connection with the particular promotion. In the case of promotional pricing, after a promotion ends, Provider will begin billing the payment method at the regular price after that promotion ends unless the applicable subscription is cancelled prior to the end of the promotion or unless otherwise disclosed in communications made available to Customer.

g. Taxes. All Fees will be exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based on Provider's income. Customer shall pay for any taxes that might be applicable to Customer's use of such paid Services. If Provider is required to pay taxes related to Customer's or any Authorized User's use or receipt of any Services, Customer agrees to promptly reimburse Provider for any amounts paid by Provider. If Customer is required to withhold any taxes related to Customer's or any Authorized User's use or receipt of any Services, the Fees payable to Provider shall be deemed to be increased to the extent necessary to ensure that Provider receives the same amount of Fees (net of any withholding) that it would have received had no withholding been made or required to be made. Customer shall provide Provider with all reasonable information and documentation requested by Provider regarding the taxes which are or were due (or which may be due) under this Agreement.

## 8. Term; Expiration.

a. Evaluation Term. Provider may, in its sole discretion and on a customer-by-customer basis, offer Customer an Evaluation Term to evaluate the Services. All use of the Services during an Evaluation Term shall be subject to the terms of this Agreement. Upon the end of the Evaluation Term, if Customer enters into an Order, these Terms of Service shall continue as set forth in Section 8.b. In the event that an Order is not entered into by the Parties, Customer's use of the Services shall automatically terminate at the end of the Evaluation Term unless otherwise agreed to by Provider. Provider may in its sole and absolute discretion shorten or terminate the Evaluation Term at any time.

b. Term. These Terms of Service and your subscription shall continue with respect to the particular Services being provided via the Order for a period of time set forth in the Order (the "Initial Subscription Term"). Subscription terms may be monthly, annually or other time period set forth in an Order and Fees may be different depending on the term. Following the Initial Subscription Term, these Terms of Service shall automatically renew for successive periods equal to the previous period in the Order (e.g. monthly if a monthly plan, annually if an annual plan, etc.) with respect to the applicable Services (each, a "Renewal Subscription Term", and together with the Initial Subscription Term, the "Subscription Term"), unless either Party provides the other Party with notice of its intention not to renew at least thirty (30) days' prior to the end of the then-current term. The Fees specified in the applicable Order shall only apply during the Subscription Term. The Evaluation Term (if any) and the Subscription Term are together referred to herein as the "Term".

c. Termination. During the Evaluation Term (if any), either Party may terminate these Terms of Service at any time for any or no reason upon written notice (email being sufficient) to the other Party. During the Subscription Term, either Party may terminate these Terms of Service if the other Party breaches a material obligation under these Terms of Service or an Order, and, if curable, fails to cure such breach within thirty (30) days after the date it receives written notice of such breach from the non-breaching Party. Any suspected fraudulent, abusive or illegal activity may also be grounds for terminating or suspending Customer's relationship with Provider immediately and without prior notice and may be referred to appropriate law enforcement

authorities. In addition, Customer acknowledges that Provider will cooperate fully with investigations of violations of systems or network security at other sites. In addition to the foregoing, either Party shall have the right to terminate these Terms of Service if the other Party terminates its business activities or becomes insolvent, files for bankruptcy, admits in writing its inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

d. Effect of Termination. Upon termination or expiration, regardless of the reasons therefore, Customer's right to use the Services immediately ceases, and Customer acknowledges and agrees that Provider may immediately deactivate or delete Customer's account (if applicable). Customer agrees that Provider may permanently delete any Customer Data and all related information and files in Customer's account 90 days after termination. Customer is solely responsible for downloading any Customer Data prior to any termination or expiration if such functionality is available or may request Provider provide such Customer Data subject to Customer prepaying Provider's standard rates and fees related to such work. Provider shall not be liable to Customer or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by Provider in connection therewith. Sections 1, 4, 5, 6, 7, 8(d), 10 through 16 and Exhibit B other applicable provisions of these Terms of Service shall survive any termination or expiration. No refunds will be given if this Agreement terminations unless required by Applicable Law (e.g. if the Agreement is terminated two months into an annual subscription, Customer is not entitled to any refund).

## 9. Confidentiality.

a. Confidential Information. "Confidential Information" means any material or information disclosed by either Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party"), directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation material or information relating to the Disclosing Party's research, development, know-how, products, product plans, services, lists, markets, databases, tools, techniques, software, developments, inventions, processes, methods, formulas, models, agents, architecture, framework, technology, designs, drawings, marketing, finances, or other business information or trade secrets), which is designated as "Confidential," "Proprietary" or some similar designation, or the confidential or proprietary nature of which is reasonably apparent under the circumstances. For clarity, the Provider IP shall be considered Confidential Information of Provider or its licensors without any further requirement of marking or designation.

b. Non-Disclosure and Non-Use. Except as permitted in this Agreement, a Receiving Party shall not use the Confidential Information of the Disclosing Party except for the purpose of performing its obligations under this Agreement or exercising the rights granted in this Agreement (the "Purpose"). A Receiving Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. A Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees, subcontractors, contractors, directors, advisors, auditors, and attorneys (collectively "Representatives") who require such information for the Purpose and who are subject to confidentiality obligations at least as protective as those set forth herein. Except as expressly authorized hereunder, a Receiving Party shall not copy the Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent. A Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of such Disclosing Party's Confidential Information. In the event that the Disclosing Party's Confidential Information is required to be disclosed by the Receiving Party pursuant to law, regulation or valid court order, the Receiving Party shall be permitted to make such disclosure; provided, however, that (i) it shall promptly notify the Disclosing Party of that fact in writing to permit the Disclosing Party the reasonable opportunity to participate in any judicial proceeding involved or otherwise act to preserve its rights, and (ii) such disclosure is not greater than what was required to be compliant with such law, regulation or order.

c. Exceptions. The foregoing obligations in this Section 9 shall not apply to information which (a) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the Receiving Party or its Representatives; (b) is already lawfully in the Receiving Party's

possession at the time of disclosure, without an obligation of confidentiality, as evidenced by the Receiving Party's business records; (c) is received independently by the Receiving Party from a third party who was free to lawfully disclose such information to the Receiving Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's business records. Each Party further agrees not to disclose the terms of this Agreement to any third party except to the extent that disclosure is necessary to a Party's directors, advisors, auditors and attorneys.

10. **Indemnities.** Customer shall indemnify, defend and hold harmless Provider and its officers, directors, employees, agents, and suppliers from and against all claims, losses, damages, costs, expenses (including reasonable attorneys' fees) or liabilities (collectively, "Claims") relating to, or arising out of, (i) the Customer Data or any other material or intellectual property provided by Customer and the Authorized Users to Provider, including Claims that use of any part thereof, infringes, misappropriates or violates the Intellectual Property Rights or privacy rights of a third party, (ii) any claims arising from or related to the Customer Offerings, Customer's Third Party Technology or any of Customer's Invited Users, end clients/customers, partners or related service providers, (iii) any breach or alleged breach of this Agreement by, or any acts or omissions of, Customer or an Authorized User, (iv) Customer's (or its clients' or customers') use of or reliance on the Outputs, and/or (v) any gross negligence, willful misconduct or violation of any Applicable Laws by Customer or any Authorized User.

11. **Limitation of Liability.** PROVIDER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS OPPORTUNITY, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF PROVIDER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500). PROVIDER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES AND OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

12. **Representations & Warranties.**

a. **Mutual.** Each Party represents, warrants and covenants to the other Party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder, and (ii) this Agreement does not violate or conflict with any other agreement to which such Party is a party, and (iii) each Party shall perform its obligations and responsibilities hereunder in accordance with all Applicable Laws.

b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED TO CUSTOMER "AS IS" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET-ENJOYMENT, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OR DISTRIBUTION OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, TRADE USAGE OR INDUSTRY CUSTOM. PROVIDER SPECIFICALLY DISCLAIMS ANY REPRESENTATION AND WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR WILL FUNCTION UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES CAN OR WILL BE CORRECTED, THAT ANY SUCH CORRECTION CAN OR WILL BE MADE IN A TIMELY MANNER, THAT THE SERVICES WILL OPERATE IN THE COMBINATIONS WHICH MAY BE REQUIRED OR WILL PRODUCE THE RESULTS REQUIRED. PROVIDER SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED

THROUGH THE SERVICES OR FOR THE TIMELINESS OF REPORTS OR ALERTS BASED ON SUCH INFORMATION. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS, AND WE RECOMMEND THAT CUSTOMER CHECKS AND CONFIRMS THE ACCURACY OF ANY INFORMATION OR OUTPUTS CUSTOMER OBTAINS FROM THE SERVICES PRIOR TO USING IT OR RELYING ON IT IN WHATEVER FORM.

13. **Notice.** Customer's affirmative act of accessing or using any portion of the Services or other acceptance of these Terms of Service as described herein constitutes Customer's electronic signature to these Terms of Service and Customer's consent to enter into agreements with Provider electronically. Customer also agrees that Provider may, but has no obligation to, send to Customer in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Services (collectively, "Notices"). Provider can send Customer electronic Notices (i) to the e-mail address that Customer provided to Provider (if any), or (ii) by posting the Notice through the Services. The delivery of any Notice from Provider is effective when sent or posted by Provider, regardless of whether Customer reads or views the Notice when Customer receives it or whether Customer actually receives the delivery. Customer can withdraw Customer's consent to receive Notices electronically by discontinuing Customer's use of the Services. Customer can retrieve an electronic copy of this contract by clicking on the "LightStanza Platform Terms of Service" link on the Platform or Provider website or as set forth in the Platform. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

All legal notices to Provider shall be in writing and shall be made by conventional mail to 1023 Walnut Street, Suite 100, Boulder, CO 80302 with required copy to support@lightstanza.com. Support and administrative questions should be sent to Provider using any contact functions made available via the Platform. Any notices or communication under these Terms of Service will be deemed delivered to Provider on date Provider actually receives the delivery.

14. **International Use.** Although the Services may be accessible worldwide, Provider makes no representation that (i) use of the Services is appropriate or available for use in locations outside the United States, and (ii) use of the Services is compliant with foreign law. If Customer chooses to access the Services from other locations, Customer does so on Customer's own initiative and is responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

15. **Arbitration.**

a. **Agreement to Arbitrate.** This Section is referred to as the "Arbitration Agreement." Customer agrees that any and all disputes or claims that have arisen or may arise between Customer and the Provider, whether arising out of or relating to these Terms of Service, or in connection with Customers use of the Services, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that Customer may assert individual claims in small claims court, if Customer's claims qualify. Customer agrees that, by agreeing to these Terms of Service, Customer and the Provider are each waiving the right to a trial by jury or to participate in a class action. Customer's rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either Party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement.

b. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** Customer and Provider agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both Customer and Provider agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may

award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual Party seeking relief and only to the extent necessary to provide relief necessitated by that Party's individual claim(s).

c. Pre-Arbitration Dispute Resolution. Provider is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by emailing the Provider's support team at using the contact form on the Provider's web page or in the Platform. If such efforts prove unsuccessful, a Party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Provider should be sent to Provider at 1023 Walnut Street, Suite 100, Boulder, CO 80302, Attn: President ("Notice Address") with required email copy to support@lightsanza.com. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Provider and Customer do not resolve the claim within sixty (60) calendar days after the Notice is received, Customer or Provider may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Provider or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Provider is entitled.

d. Arbitration Procedures. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Provider and Customer agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, the determination shall be made by AAA. If Customer's claim is for \$10,000 or less, Provider agrees that Customer may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If Customer's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms of Service will continue to apply.

16. LightStanza Users. If you are a LightStanza employee or contractor your use of the Platform is subject to the applicable restrictions and limitations set forth in this Agreement. While you are not a Customer or Authorized User pursuant to the terms of this Agreement, you acknowledge and agree that you may not use or



access the Platform in violation of the applicable terms and limitations of this Agreement and you hereby agree to such applicable terms and limitations. Please contact LightStanza management if you have any questions.

17. **General.** The relationship between the Parties is that of independent contractors. This Agreement will not create or be deemed to create any agency, partnership or joint venture between the Parties. Nothing in this Agreement shall preclude Provider from providing services or products of any type to competitors of Customer. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of this Agreement (including without limitation all Prior Agreements). Except as contemplated by Section 2(b), this Agreement may not be changed unless mutually agreed upon in an amendment signed by authorized representatives of both Parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to its principles of conflict of laws. The Parties hereby irrevocably and unconditionally submit to the jurisdiction of state and federal courts in Boulder, Colorado. Customer shall not assign this Agreement, or assign or delegate any of its rights or obligations pursuant to this Agreement without the prior written consent of Provider, and any attempted assignment without such prior written consent shall be null and void and of no force or effect. Provider may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the Customer. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. The Parties recognize that a Party would suffer irreparable harm if the other Party breached its obligations under this Agreement and that monetary damages might not be adequate to compensate the non-breaching Party for any breach hereof. In the event of a breach or attempted breach of any of the provisions herein, the non-breaching Party, in addition to its other remedies, shall be entitled to specific performance and/or injunctive relief in order to enforce performance or prevent any violation of the provisions of this Agreement. If a suit or action is instituted in connection with any claim or controversy arising out of this Agreement, the prevailing Party shall be entitled to recover, in addition to costs, such sums the court may adjudge reasonable as attorneys' fees. Provider shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, terrorism, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Provider. Waiver by any Party of strict performance of any provision of this Agreement must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require strict performance, of the same provision in the future, or of any other provision. This Agreement may be executed in any number of counterparts. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof. For the purposes of 11 U.S.C. § 365(n), the Parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Customer by Provider. Customer may not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

BY USING PROVIDER'S SERVICES AND/OR ACCEPTING THESE TERMS OF SERVICE (OR OTHERWISE BEING BOUND AS DESCRIBED ABOVE), CUSTOMER AGREES TO BE BOUND BY THESE TERMS OF SERVICE. IF CUSTOMER DOES NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE CEASE ALL FURTHER USE OF THE SERVICES.



## **Exhibit A**

### **Support and SLA**

1. **Support.** Provider shall use commercially reasonable efforts to provide Customer with the following support services for LightStanza Platform: (i) reasonable telephone and/or e-mail support related to use of LightStanza Platform from 9am Mountain Time to 5pm Pacific Time at the phone number and/or email address provided by Provider; (ii) technical support for any material errors or bugs in LightStanza Platform comprising of (1) workarounds or (2) software patches and fixes for such errors or bugs, once Provider has determined that such error or bug is a fault in LightStanza Platform; and (iii) any other support service offered to Customer by Provider from time to time which Provider may, at its sole discretion, designate as a support service. Support services shall not include any services related to any errors, bugs or issues resulting from: (a) any alteration or modification to LightStanza Platform made by any person other than Provider; (b) minor defects in LightStanza Platform which do not materially affect or impair the use of LightStanza Platform; (c) any incorrect or improper use of LightStanza Platform; (d) failure to implement Provider recommendations in respect of any solutions or workarounds to errors previously advised by Provider; (e) errors or problems caused, at least in part, by Customer Data or Customer's Authorized Users; and (f) the use of LightStanza Platform for any purpose for which it was not designed (collectively "Exclusions"). Additional fees may apply to any services that Provider elects in its sole discretion to provide related to the foregoing Exclusions. Support services in excess of or otherwise different from the foregoing may be purchased by Customer pursuant to a mutually agreeable Order.
2. **Uptime.** Provider shall use commercially reasonable efforts to ensure LightStanza Platform is generally available, provided however that LightStanza Platform may be down due to: Exclusions, scheduled down-time for upgrades, repair and regular network maintenance, or other reason outside of Provider's reasonable control. If LightStanza Platform fails to operate in substantial conformance with the terms of this Agreement, Customer shall immediately notify Provider, and Provider shall promptly use reasonable efforts to restore access to LightStanza Platform as soon as possible. Customer acknowledges and agrees that additional service fees may apply in the event that Customer modifies or otherwise changes any of its Third Party Technology during the Term in a manner that requires Provider to provide any technical or consulting services in order to facilitate use of the Services with any new Third Party Technology.
3. **Credits.** Solely in the event that the LightStanza Platform is completely unavailable for more than 24 consecutive hours and such unavailability is not related to Exclusions or scheduled maintenance, Customer may be entitled to a service credit in accordance with Provider's practices and procedures. To be entitled to a credit, Customer must first contact Provider of an unavailability event and provide reasonable documentation and information as requested by Provider. Any credits issued (if any) are Customer's sole and exclusive remedy for any unavailability of the Platform. The amount and form of such credits, and the decision to provide them, are at Provider's sole and absolute discretion, and the provision of credits in one instance will not entitle Customer or anyone else to credits in the future under similar or different circumstances.

## **Exhibit B**

### **AI Terms**

1. AI Features. The Platform may contain certain artificial intelligence (AI) features or functionality that may be provided in baseline Platform functionality and/or as Premium Features (“AI Features”). Unless set forth in a signed Order, Customer shall be entitled to use AI Features as made available by Provider. AI Features may be owned by Provider or facilitated by a Provider partner.
2. License. Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable, sublicenseable right and license to access, use, aggregate, process, copy, modify, and create derivative works from, the Customer Data and Outputs: (a) to train, develop, test, validate, improve and otherwise commercialize Provider’s AI Models (the “AI Improvements”), (b) to develop new products, services, features and functionalities, (c) to analyze performance and generate industry insights or metadata, and (d) generally for its machine learning and artificial intelligence (AI) purposes. The above license and use rights include, without limitation, (i) the use of Customer Data and Outputs for text and data mining (TDM); (ii) the ingestion of Customer Data and Outputs into Large Language Models (LLMs) or other generative architectures; and (iii) the creation of non-consumptive works (e.g., model weights, embeddings, and patterns). The parties agree that all AI Improvements, including, without limitation, any “trained model” or “model weights”, resulting from this processing are the sole and exclusive property of Provider. Customer shall have no rights, including, without limitation, "right of erasure" or "right to be forgotten" or other residual rights, regarding the specific mathematical patterns or weights integrated into the AI Improvements as a result of training. Notwithstanding the foregoing, Provider agrees that it shall not sell or distribute to any third party any Customer Data or Platform Outputs in raw form, except to any service providers or third parties that Provider uses in connection with the provision and service of the Services (e.g. hosting providers, third party development contractors, etc.). Customer acknowledges that Provider owns and retains all rights in and to the AI Improvements. “AI Models” means Provider’s artificial intelligence and machine learning models, algorithms, and related technologies.