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By entering into an Order with Deci (as defined in the Order), Subscriber (as defined in the Order) agrees to be bound by these Terms of Service (the "**Terms**", and together with the Order, the "**Agreement**") which will govern Subscriber's use of the Services (as defined herein).

1. **Evaluation Period**

   Deci may offer Subscriber a limited access to the Services for evaluation purposes only, and not for any commercial use, during a period determined solely by Deci and described in writing, commencing on the Effective Date, unless extended by the parties' mutual written agreement (the "**Evaluation Period**"). To the extent permitted by law, (i) Deci may discontinue the Evaluation Period or Subscriber's ability to use the Services at any time, with or without notice and without any further obligations to Subscriber; and (ii) Deci's limitation of liability during the Evaluation Period is limited to fifty US dollars ($50). Except as expressly stated in this Section 1, the Evaluation Period shall be subject in all respects to the terms and conditions of this Agreement. This Agreement and any license granted hereunder shall expire at the end of the Evaluation Period unless the parties agree in writing that Subscriber shall continue using the Services on a paid basis. Subscriber continued use is subject to the payment of the applicable Fees in accordance with Section 4.

2. **Services; License**

   2.1.   Subject to the terms and conditions of the Agreement, Deci shall provide Subscriber with access to its proprietary technology, products, training and inference tools, whether on premise or cloud based (the "**Platform**") and to trainable proprietary neural network architectures that were generated with the Platform (each, an "**AutoNAC Architecture")** for the purpose of developing, managing, deploying, and operating neural networks and algorithms, all as set forth in the Order.

   2.2.   Subject to the terms and conditions of the Agreement, Subscriber may use the Platform to produce compiled optimized models for its own business use (the "**Optimized Models**") by using either Deci's AutoNAC Architecture or Subscriber's proprietary architectures, together with Subscriber's code, models, materials, and datasets (the "**Subscriber Materials**"), all as set forth in the Order. Other than during the Evaluation Period, Subscriber may acquire proprietary rights in the Optimized Models pursuant to Section 5 hereof. Deci shall not use the AutoNAC Architecture generated as part of the Agreement, and Optimized Models for any purpose other than providing the Services to the Subscriber.

   2.3.   During the Term and subject to Subscriber's compliance with the terms and conditions of this Agreement, Deci grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited, revocable right for Subscriber employees, agents, representatives and contractors ("**Authorized Users**") to use the Platform and the AutoNAC Architectures for Subscriber's own business use, including as incorporated in Subscriber products, according to Deci's instructions and technical documentation ("**Documentation**") and according to the amount of users purchased as detailed in the Order Form.

   2.4.   For the avoidance of doubt, unless consented otherwise by Deci in prior writing, after the Term, Subscriber shall have no right to use AutoNAC Architectures or any derivatives (excluding the Optimized Models), which are part of the license granted to the Subscriber during the Term.

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2.5. The AutoNAC Architecture and the Platform shall be provided and supported in accordance with the SLA provided to Subscriber (the "**Support Services**", and together with the Platform, and AutoNAC Architecture, the "**Services**"). For the avoidance of doubt, any Optimized Model generated through use of any tools other than the Platform shall not be subject to the Support Services obligations, and Deci shall not be liable or responsible for the results or quality of such Optimized Model.

2.6. Any third party models used in the Platform, the AutoNAC Architecture or Optimized Models are provided under the licensing terms governing such third party models.

3. **Subscriber Obligations**. Subscriber hereby undertakes to:

3.1. Use the Services and all related software in accordance with the Documentation and in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws;

3.2. Manage and secure all login credentials used by Authorized Users in connection with their use of the Platform, and protect the same against unauthorized use or disclosure.

4. **Fees**. In consideration for the Services provided for under the Order, Subscriber shall pay Deci the Fees specified in the Order. Fees shall be payable within 30 days of the date of the invoice issued by Deci.

5. **Intellectual Property Rights; Confidentiality**

5.1. For the avoidance of doubt, Deci will not seek to derive, reproduce, or otherwise utilize any Subscriber Materials, including data or models, for purposes other than processing and rendering the Subscriber Materials for Subscriber's use in the Platform, other than Usage Data or Aggregate Data pursuant to Section 5.5. Subscriber shall be the exclusive owner of, and retains all intellectual property rights and all other ownership interests in and to, the Subscriber Materials, and in addition may be granted proprietary rights in the Optimized Models pursuant to Section 5.3 hereof.

5.2. All intellectual property rights in the Services and Documentation and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Deci. Subscriber shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Services, or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in the Services, Documentation or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest Deci's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Deci, not use the name, trademarks, trade-names, and logos of Deci; (v) except as specifically permitted herein, not copy any part or content of the Services other than for Subscriber's own business purposes; (vi) not copy any features, functions or graphics of the Services, or create derivative works thereof, or use it to build a competitive product or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in Deci Technology, products, services or documentation. Subscriber shall take no action, directly or indirectly, to register Deci trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to Deci to prevent the occurrence of such activity by any third parties.

5.3. Subscriber shall acquire all property rights and all other ownership interests in the Optimized Models generated during the Term from Subscriber Materials (to the furthest extent permitted under any applicable licensing restrictions governing such third party models involved). Neither party will, and will not permit any Authorized User or any third party, to directly or indirectly, reverse engineer, disassemble, decompile, attempt to derive source code, or create

derivative works from the Optimized Model or any source code or components thereof except in connection with the performance of this Agreement. The Subscriber shall not use the Optimized Models, directly or indirectly, to engage in a business, anywhere in the world, which competes with, or proposes to compete with the Company. Without detracting from any other remedy Deci may terminate Subscriber's license to the Services in the event of breach of Subscriber's obligations under Sections 5.2 or 5.3 hereof.

5.4. The parties hereby agree that the provisions of the NDA signed between the parties shall apply to Confidential Information. If no such NDA is applicable, each party agrees to use any confidential information of the other, including, without derogating from the generality of the aforesaid, any materials, techniques, business plans, or other financial, technical or business information of the other party solely for the purpose of this Agreement. Each party agrees to treat all information received from the other in strict confidence and to divulge it only to those employees who require access to it in the performance of this Agreement, provided they have accepted the same obligations of confidentiality and non-use. Obligations under this clause shall not apply to information that: (a) was known to the receiving party prior to the date it was received; (b) was known to the public or generally available to the public prior to the date it was received; or (c) became known to the public or generally available to the public subsequent to the date it was received without the receiving party being responsible therefor; (d) was independently developed by the receiving party, without use or reference to the information provided to the receiving party. If receiving party must disclose confidential information of disclosing party in order to comply with a valid court order or subpoena, receiving party must promptly notify disclosing party and cooperate with disclosing party if disclosing party chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed and in any event disclose only minimum confidential information under such legal requirements.

5.5. Deci may monitor the performance and use of the Platform by its customers and collect data in connection therewith (the "**Usage Data**"). Deci may combine this Usage Data with other data (including anonymized elements of the Subscriber Materials), and use such combined data, or a subset thereof, in an aggregate and anonymous manner (the "**Aggregate Data**"). Subscriber agrees that Deci may collect, use, publish, and vend such Aggregate Data; provided, however, that such usage shall not, directly or indirectly, identify Subscriber, its Authorized Users, or any individual, or contain Subscriber's confidential information.

6. **Disclaimer; Limitation of Liability**

6.1. EXCEPT AS EXPLICITLY PROVIDED HEREIN, DECI.AI PROVIDES THE DECI.AI TECHNOLOGY, AUTONAC ARCHITECTURES, PLATFORM, SERVICES, AND DOCUMENTATION TO SUBSCRIBER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND DECI.AI EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. DECI.AI FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR AUTONAC ARCHITECTURES OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

6.2. EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUBSCRIBER TO DECI.AI DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-

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USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT DECI.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Term; Termination**

   7.1.   This Agreement shall commence on the Effective Date and continue for the period set forth in the Order (the "**Term**").

   7.2.   Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

   7.3.   Upon termination of this Agreement and except as provided hereunder, Subscriber will immediately cease use of the Services, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 5, 6, 7, 8 and 10 shall survive any expiration or termination of this Agreement.

8. **Notices**. All notices or other communications hereunder shall be in writing and given in person, by an overnight courier service which obtains a receipt to evidence delivery, or email transmission with written confirmation of receipt, addressed to the address set forth in the Order or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices delivered by courier service shall be deemed to have been given upon delivery, those given by email transmission shall be deemed given on the business day following transmission.

9. **Publicity**. Deci may use Subscriber's brand on its website or marketing activities for the sole purpose of identifying Subscriber as a customer. Any other use of Subscriber's logo or other service marks will require prior written approval of Subscriber.

10. **General**. This Agreement constitutes the entire agreement between Deci and Subscriber and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing. Subscriber shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void. Deci may assign its rights and obligations under this Agreement upon a prior written notice to Subscriber. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. This Agreement is governed by the laws of the State of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of New York, NY.