Sairis LLC Customer Main Services Agreement

This Agreement was last updated on June 1, 2025.
This Agreement is made and entered into by and between:

Sairis LLC, ("Sairis")
A Colorado Company

PURPOSE

This Main Services Agreement ("Agreement") governs Customer's acquisition and use of Sairis LLC ("Sairis") services. Capitalized terms have the definitions set forth herein.

If Customer registers for a free trial of Sairis Services or is granted free access to any or all of Sairis' Services, the applicable provisions of this Agreement will also govern that free trial or those free services.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the Services or enforce the terms of this Agreement on Sairis.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Direct competitors of Sairis are prohibited from accessing the Services, except with Sairis' prior written consent.

This Agreement is effective between Customer and Sairis as of the date of Customer's accepting this Agreement (the "Effective Date").

1. DEFINITIONS

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

"Agreement" means this Main Services Agreement.

"Beta Services" means Sairis services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by Sairis from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Sairis Applications.

"Documentation" means the applicable legal documentation referenced in this Agreement including usage guides and policies found on www.sairis.ai/legal (as may be updated from time to time), and this Agreement.

"Free Services" means Services that Sairis makes available to Customer free of charge. Free Services exclude Services

offered as a free trial and Purchased Services.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications, content, data, and resources that interoperate with the Services.

"**Metered Services**" means usage-based services provided by Sairis that are measured and billed according to actual consumption. Metered Services may be quantified using Credits, Tokens, or other designated usage units as specified in the applicable Order Form or Documentation. Certain subscription plans may include a predefined allocation of Metered Services, while additional usage beyond the purchased allocation will be subject to overage charges at the then-current rate.

"**Non-Sairis Application**" means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace and is not provided or controlled by Sairis. Non-Sairis Applications, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Sairis or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Purchased Services**" means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

"**Services**" means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Sairis, including associated Sairis offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-Sairis Applications.

"**Sairis**" means the Sairis LLC company described in the "Sairis Contracting Entity, Notices, Governing Law, and Venue" section below.

"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Sairis without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Sairis at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SAIRIS' RESPONSIBILITIES

2.1. **Provision of Purchased Services.** Sairis will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Sairis standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Sairis shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Sairis' reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Sairis employees), Internet service provider failure or delay, Non-Sairis Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Sairis' provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2. **Protection of Customer Data.** Sairis will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of

Customer Data (other than by Customer or Users). To the extent that Sairis processes Personal Data on behalf of the Customer, then the applicable terms of the Data Processing Addendum if attached to this Agreement ("DPA"). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Sairis, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer, made within 30 days after the effective date of termination or expiration of this Agreement, Sairis will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Sairis will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3. **Security and Protection from AI Risk.** Sairis does not use Customer Data to train or fine-tune any machine learning models (ML models) or large language models (LLMs) developed, owned, or operated by Sairis. Sairis also implements commercially reasonable safeguards to prevent Customer Data from being used by third-party model providers accessed through the Sairis platform for model training or fine-tuning. This protection does not apply to Customer's own use of its data in connection with the development, training, or fine-tuning of custom AI models, including ML models and LLMs built in the Sairis platform by the Customer, or any Customer-managed or Customer-controlled models, which remains solely within Customer's control and responsibility. Sairis primarily provides access to LLMs through secure, private cloud infrastructure designed to prevent data persistence, exposure, or training by third-party foundation models. In limited cases where a third-party model is not available for private hosting and can only be accessed through a direct API or external infrastructure not hosted within Sairis' private cloud, Sairis will use commercially reasonable efforts to obtain contractual or technical assurances from the model provider that Customer Data will not be stored, retained, or used for model training, fine-tuning, or improvement. Where such assurances cannot be obtained, or where a model architecture does not support private isolation of Customer Data, Sairis will clearly identify the affected model(s) to Customer's designated administrators and provide administrative platform controls that allow Customer administrators to block organizational access to such models. Customer remains solely responsible for configuring these access controls and determining which models are available to users within its organization. Sairis shall have no liability arising from Customer's access to or use of any third-party or Customer-controlled model where Sairis has provided notice of applicable limitations and furnished administrative mechanisms to restrict or prevent access.

2.4. **Sairis Personnel.** Sairis will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Sairis' obligations under this Agreement, except as otherwise specified in this Agreement.

2.5. **Beta Services.** From time to time, Sairis may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at www.sairis.ai/legal.

2.6. **Trial.** If Customer registers on Sairis' or an Affiliate's website for a free trial, Sairis will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Sairis in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.6.1. ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE FREE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

2.6.2. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SAIRIS" SECTION IN THIS AGREEMENT,

DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SAIRIS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SAIRIS' LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED $1,000.00. WITHOUT LIMITING THE FOREGOING, SAIRIS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SAIRIS AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

2.6.3. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE FREE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.7. **Free Services.** Sairis may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the applicable Order Form or Documentation for Free Services. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Sairis, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Sairis will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Sairis' terminates Customer's account, except as required by law Sairis will provide Customer a reasonable opportunity to retrieve its Customer Data.

2.7.1. NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SAIRIS" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SAIRIS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SAIRIS' LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED $1,000.00. WITHOUT LIMITING THE FOREGOING, SAIRIS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SAIRIS AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. **USE OF SERVICES AND CONTENT**

3.1. **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services, Credits, Tokens, and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services, Credits, Tokens, and Content may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sairis regarding future functionality or features unless explicitly written and agreed upon by both parties in a Special Terms section of a signed

Order Form directly between Customer and Sairis.

3.2. **Usage Limits.** Services, Content, Credits and Tokens are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, Sairis may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Sairis' efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services, Content, Credits and Tokens promptly upon Sairis' request, and/or pay any invoice for excess usage at the then-current rate per Credit or other applicable metered unit in accordance with the "Invoicing and Payment" section below.

3.3. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Sairis Applications with which Customer uses Services, Content, Credits, and Tokens, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Sairis promptly after becoming aware of any such unauthorized access or use, (d) use Services, Content, Credits, and Tokens only in accordance with this Agreement, Order Forms, applicable laws and government regulations, Documentation, and the Software Acceptable Use Policy, and the Artificial Intelligence Acceptable Use Policy (collectively, the "Use Policies"), each found at www.sairis.ai/legal for reference only. From time to time, Sairis may update the Use Policies to reflect changes in law, regulation, platform capabilities, or to address emerging risks. Sairis will make updated policies available within the Sairis User Help Center and provide reasonable prior written notice of any material changes to Customer's designated technical contact. Customer shall be bound by such updated policies unless the changes materially and adversely affect Customer's use of the Services. In that case, Customer may notify Sairis in writing of its concerns, and the parties will work in good faith to resolve them, and (e) comply with terms of service of any Non-Sairis Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Sairis' judgment threatens the security, integrity or availability of Sairis' services may result in Sairis' immediate suspension of the Services. Sairis will use commercially reasonable efforts to provide Customer with prior notice and an opportunity to remedy such violation or threat, unless immediate action is reasonably necessary to prevent material harm to the Services, the platform's security, other customers, or to Customer's own users or data.

3.4. **Usage Restrictions.** Customer will not (a) make any Service, Content, Credit, or Token available to anyone other than Customers or Users, or use any Service, Content, Credit, or Token for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, Content, Credit, or Token, or include any Service, Content, Credit, or Token in a service bureau or outsourcing offering, (c) use a Service or Non-Sairis Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Sairis Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Sairis intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5. **Credits and Metered Usage.** Certain subscription tiers and user licenses may include a specified number of Credits, Tokens, or other types of licensed metered services (herein collectively referred to as "**Metered Services**") as defined in the applicable Order Form. Additional Metered Services may be purchased separately as a distinct line item on an Order Form. Metered Services are allocated for a specific term and do not roll over to subsequent terms unless expressly stated in the Order Form. If Customer's usage of Metered Services exceeds the quantity purchased during the applicable term, Customer will be responsible for paying for the excess usage at the then-current price per Metered Service unit, as specified in the applicable Order Form or Sairis' standard pricing schedule at the time of overuse. Sairis reserves the right to monitor Customer's consumption Metered Services and notify Customer if usage trends indicate a potential overage. However, the absence of such notice does not limit Customer's obligation to pay for excess usage. Metered Services are non-transferable and may only be used by Customer in accordance with the terms of this Agreement.

Additional terms governing the use, allocation, and management of Credits are set forth in Appendix 1: Sairis AI Credits and Use Terms.

3.6. **Removal of Content and Non-Sairis Applications.** If Customer receives notice, including from Sairis, that Content or a Non-Sairis Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Use Policies, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Sairis' reasonable judgment continued violation is likely to reoccur, Sairis may disable the applicable Content, Service and/or Non-Sairis Application, provided that Sairis promptly enables them again once the issue is resolved. If requested by Sairis, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-Sairis Application in writing and Sairis shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Sairis is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Sairis may discontinue Customer's access to Content through the Services.

4. NON-SAIRIS PRODUCTS AND SERVICES

4.1. **Non-Sairis Products and Services.** Sairis or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Sairis Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Sairis provider, product or service is solely between Customer and the applicable Non-Sairis provider. Sairis does not warrant or support Non-Sairis Applications or other Non-Sairis products or services, whether or not they are designated by Sairis as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Sairis is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Sairis Application or its provider.

4.2. **Integration with Non-Sairis Applications.** The Services may contain features designed to interoperate with Non-Sairis Applications. Sairis cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Sairis Application ceases to make the Non-Sairis Application available for interoperation with the corresponding Service features in a manner acceptable to Sairis.

4.3. **Non-Sairis AI Models and LLM Outputs.** Customer acknowledges that the Services may provide access to or interoperate with third-party AI models, large language models (LLMs), or other generative AI technologies that are not provided, controlled, or wholly developed by Sairis ("Third-Party AI Models"). Sairis makes no representations or warranties regarding the accuracy, reliability, legality, or suitability of any outputs generated by Third-Party AI Models, whether or not such models are designated by Sairis as "certified" or accessed within the Sairis platform. Customer assumes all risk and responsibility for any reliance on or use of outputs generated by any AI Models, including compliance with any applicable laws, regulations, or industry standards. Sairis disclaims all liability arising from or related to Customer's use of such outputs, including but not limited to any errors, omissions, biases, or unintended consequences in the generated content.

4.4. **Third-Party Services and Links.** The Sairis Services may access or interoperate with third-party content, services, websites, integrations, or other data sources based on the Customer's selected tools, configurations, Application Programming Interfaces (APIs), Model Context Protocol (MCP) services, or other similar or successor technologies now known or hereafter developed. Sairis does not control and disclaims all responsibility for any loss or damage arising from the Customer's use of such third-party content, services, websites, integrations, or data sources, and makes no representations or warranties with respect thereto. Customer's use of any such third-party elements is at Customer's own risk and subject to the applicable terms, conditions, and policies (including privacy policies) of those third parties.

5. FEES AND PAYMENT

5.1. **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services, Content subscriptions, and Metered Services (including Credits and Tokens) purchased and, unless otherwise specified, not actual usage, except for overages on Metered Services, which are billed based on actual usage beyond the purchased amount, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term, except for Metered Services, which are subject to the overage policies set forth in Section 5.2, (iv) Credits are prepaid units of Metered Services that may be included as part of certain subscription plans or purchased separately as a standalone line item. If Customer's usage

exceeds the quantity of Credits purchased in an Order Form, Customer will be charged for overages in accordance with Section 5.2. Unless otherwise stated in the applicable Order Form, Metered Services are billed in advance based on the quantity purchased in an Order Form and are subject to additional charges if usage exceeds the purchased quantity as described in Section 5.2. The operational terms related to the use, management, rollover, and expiration of Credits and Tokens are governed by Appendix 1: Sairis AI Credits and Use Terms.

5.2.   **Invoicing and Payment**. Customer will provide Sairis with a valid and updated payment method, which may include a credit card, purchase order, or alternative document reasonably acceptable to Sairis, for the payment of all Purchased Services, Metered Services (including Credits and Tokens), and any applicable overage charges. Sairis fees do not include any applicable credit card processing fees or surcharges related to the Customer's selected payment method and Customer is solely responsible for all applicable fees in addition to Sairis' fees on all applicable Order Forms and their subsequent transactions in accordance with the local laws where the transaction or credit card is being processed. All charges shall be made in advance—either annually, in prepaid increments, or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form: invoiced fees are due net 30 days from the invoice date, and where Customer is billed on a month-to-month basis, all fees must be paid within 3 days of the invoice date. For Services subject to recurring billing and for Metered Services, including both recurring and one-time purchased Credits, if Customer exceeds the purchased or included quantity during a subscription term, Sairis will invoice Customer for the overage at the then-current MSRP rate per Credit or usage unit. Such overage fees are due within 10 days of the invoice date unless otherwise specified in the Order Form. Customer is responsible for providing complete and accurate billing and contact information to Sairis and notifying Sairis of any changes to such information. If payment is made via credit card, Section 5.2.1 applies.

5.2.1.   **Payment by Credit Card.** This section 5.2.1 applies solely to Customers who are approved by Sairis to pay for Services via credit card. If Customer elects to pay by credit card, such payment method must be pre-approved in writing by Sairis. By providing credit card information to Sairis, Customer (a) authorizes Sairis to charge such card for all fees described in the applicable Order Form, including those for initial subscription terms, renewal terms, one-time fees, Metered Services, overages, and add-ons; and (b) agrees to keep such payment method valid and up to date at all times. Unless otherwise stated in the Order Form, subscriptions paid by credit card will automatically renew at the end of each applicable billing period unless cancelled in accordance with the Agreement. Payment will be charged to the approved payment method upon confirmation of the initial purchase and at the start of each subsequent billing period, unless such subscription is cancelled in accordance with this Agreement. Sairis may process an authorization hold on Customer's payment method to verify its validity. This hold does not result in an actual charge, but may reduce available balance or credit. Customer acknowledges that the timing of charges may vary, including but not limited to: (i) where the billing cycle start date does not exist in a given month (e.g. if a monthly subscription starts billing on January 31, the next payment method would be billed next on February 28); (ii) due to free trials, credits, add-ons, service tier changes, or promotional pricing; (iii) payment failures or retries; or (iv) changes to the authorized payment method. Sairis may, in its sole discretion, prorate charges related to subscription upgrades, tier changes, or feature add-ons, consistent with the applicable Order Form and billing cycle. If a subscription includes multiple components or bundled Services, Sairis may consolidate charges on a single invoice or billing event to reduce the number of separate transactions. Where Customer has provided consent, Sairis may store Customer's payment method for future transactions across Services offered by Sairis. Customer is responsible for ensuring that its payment method details are accurate and current. Where permitted by applicable law, and where Customer's payment method has expired or changed, Sairis may obtain updated payment method details from the payment processor and continue charging the updated method accordingly. In the event of a failed charge (e.g., due to expiration, insufficient funds, declined transaction, or other processing error), Sairis may retry the payment method multiple times and may also, where authorized, use an alternate payment method on file. Sairis reserves the right to suspend or terminate access to the Services if payment is not successfully authorized or received. Customer remains responsible for all outstanding amounts, including any collection costs, bank or card processing fees, reasonable attorneys' fees, or arbitration or court costs related to enforcement of payment obligations. If Customer later reactivates a terminated subscription, Customer authorizes Sairis to charge the stored payment method to resume access to the Services. Where Customer has provided consent, Sairis may store Customer's payment method and use it to process charges for other Services or future purchases under this Agreement or related agreements with affiliated Sairis offerings. For clarity, this Section 5.2.1 does not apply to Customers who pay via invoice, wire transfer, ACH, or any other non-credit card method.

5.3.   **Overdue Charges**. If any invoiced amount, including fees for Services, Content, Metered Services (including Credits and Tokens), or overages, is not received by Sairis by the due date, then without limiting Sairis' rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Sairis may, at its sole discretion, condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.4. **Suspension of Service and Acceleration**. If any undisputed amount owed by Customer under this or any other agreement for Services, including Metered Services or overages, is 30 days or more overdue (or 10 or more days overdue in the case of charges Customer has authorized Sairis to process via credit card or direct debit), Sairis may, without limiting its other rights and remedies, (a) accelerate all unpaid fee obligations so that they become immediately due and payable, and (b) suspend Services until all overdue amounts are paid in full. A charge will be deemed "disputed" only if: (i) Customer notifies Sairis in writing of the specific basis for the dispute within 10 days of the invoice date, (ii) such notice is made in good faith, and (iii) Customer continues to pay all undisputed charges while the dispute is being resolved. For charges arising from system-recorded Metered Services, Customer may only dispute such charges in the case of manifest error. During any such dispute, Sairis may suspend Customer's ability to incur additional metered charges until the dispute is resolved. Except where payment has been declined for credit card or direct debit transactions, Sairis will provide at least 10 days' prior written notice before suspending Services, in accordance with the "Manner of Giving Notice" section below.

5.5. **Payment Disputes**. Sairis will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6. **Taxes**. Sairis' fees for Services, Content, Metered Services (including Credits and Tokens), and any other applicable charges do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Sairis has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Sairis will invoice Customer and Customer will pay that amount unless Customer provides Sairis with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Sairis is solely responsible for taxes assessable against it based on its income, property and employees. If Customer is required by applicable law to withhold any Taxes from payments to Sairis, Customer shall pay the withheld taxes to the applicable government agency and shall notify Sairis in advance so the parties can coordinate in good faith to avoid any underpayment of amounts due.

5.7. **Month-to-Month Terms**. This Section 5.7 applies solely to Customers whose Order Form specifies a month-to-month subscription term. Pricing for month-to-month subscriptions is subject to change at Sairis' discretion. Sairis will provide Customer with no less than thirty (30) days' prior written notice before any price change takes effect. If Customer does not cancel the applicable month-to-month Services prior to the end of the notice period, the updated pricing will apply beginning with the next billing cycle. Subscription fees for month-to-month Services are billed and payable in advance of each monthly billing cycle. Any usage exceeding the included AI Credits or other Metered Services specified in the Order Form will be invoiced as overages in the following month's invoice, in addition to the subscription fees for that upcoming cycle. Such overages will be charged at Sairis' then-current market MSRP rate and governed by the terms of this Agreement and Appendix 1: Sairis AI Credits and Use Terms. Payment by credit card requires prior written approval from Sairis and is subject to the terms of Section 5.2.1. All applicable Taxes and third-party fees (such as credit card processing fees, where applicable) will be included in each invoice and are the responsibility of Customer. Either Party may terminate a month-to-month Order Form at any time upon thirty (30) days' prior written notice to the other Party, unless a shorter notice period is specified in the Order Form. Termination will take effect on the last day of the Customer's then-current billing cycle following the expiration of the notice period. Termination of a month-to-month Order Form does not affect any other active Order Forms or the validity of this Agreement. Upon termination, Customer will remain responsible for all outstanding fees incurred through the effective date of termination, including any unpaid usage-based charges or AI Credit overages, which will be invoiced and payable in accordance with Section 5.2 of this Agreement. For clarity, this Section 5.7 does not apply to Customers whose Order Forms specify a subscription term other than month-to-month.

6. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

6.1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Sairis, its Affiliates, its licensors and Content Providers reserve all of their right, title, and interest in and to the Services and Content, including all of their related intellectual property rights, patents, copyrights, or trademarks, or in any other intellectual property of Sairis. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2. **Access to and Use of Content**. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3. **License by Customer to Sairis**. Customer grants Sairis, its Affiliates and applicable contractors a worldwide, limited-

term license to host, copy, use, transmit, and display any Non-Sairis Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Sairis to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Sairis Application with a Service, Customer grants Sairis permission to allow the Non-Sairis Application and its provider to access Customer Data and information about Customer's usage of the Non-Sairis Application as appropriate for the interoperation of that Non-Sairis Application with the Service. Subject to the limited licenses granted herein, Sairis acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Sairis Application or such program code.

6.4. **Feedback License**. Sairis works with many developers, partners, customers, and other entities. Some of their products, as well as Sairis', may be similar to or compete with the Customer's products or solutions. To avoid potential misunderstandings, notwithstanding any other provision of this Agreement or any other agreement between the Parties, including in any non-disclosure agreement between the Parties: (a) Sairis and its affiliates cannot agree, and expressly disclaim, any confidentiality obligations or use restrictions, express or implied, with respect to any Feedback or learnings relating to Sairis' products or services; and (b) Customer agrees, on behalf of itself, its affiliates and any of their successors in interest, that Sairis and its affiliates may use or incorporate such Feedback and such learnings, during and after the Term, without paying royalties and without any other obligations or restrictions. Customer grants to Sairis and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Sairis or its Affiliates' services.

6.5. **Independent Development**. Nothing in this Agreement will impair Sairis' right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that Customer may develop, produce, market, or distribute.

7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Sairis includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Sairis services.

7.2. **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Sairis may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-Sairis Application Provider to the extent necessary to perform Sairis' obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled

disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. SIMILAR AGREEMENTS

Subject to other Sections of this Agreement, including but not limited to the Confidentiality, Independent Development, and Mutual Indemnification Disclosure Sections of this Agreement, nothing in this Agreement will prohibit Sairis from entering into similar agreements with other Customers or solution providers, from collaborating with other customer or solution architects, sellers, developers, or consultants, or from testing, demonstrating, promoting, encouraging, or distributing competitive solutions during the Term, granted that Each Party agrees not to defame or disparage the other Party when promoting other partners, products, or services, including competitive solutions.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so. Customer further represents and warrants that it has all rights and permissions required to submit Prompts to the Services.

9.2. **Sairis Warranties.** Sairis warrants that during an applicable subscription term: (a) this Agreement, the Order Forms, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, (b) Sairis will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-Sairis Applications" section, Sairis will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3. **DISCLAIMERS.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW (A) THE SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND; AND (B) SAIRIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THIRD-PARTY INTERFACES. SAIRIS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE. SAIRIS DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. REFERENCES TO A THIRD PARTY IN THE OUTPUTS MAY NOT MEAN THEY ENDORSE OR ARE OTHERWISE WORKING WITH SAIRIS. CUSTOMER IS SOLELY RESPONSIBLE FOR: REVIEWING, VERIFYING, AND DETERMINING THE APPROPRIATENESS OF AI OUTPUTS BEFORE RELYING ON THEM FOR DECISION-MAKING, BUSINESS OPERATIONS, OR PUBLICATION, ENSURING THAT AI-GENERATED CONTENT COMPLIES WITH APPLICABLE LAWS, REGULATIONS, AND INTELLECTUAL PROPERTY RIGHTS, AND USING AI-GENERATED OUTPUTS IN A MANNER THAT DOES NOT CAUSE LEGAL, REGULATORY, OR BUSINESS HARM. SERVICES PROVIDED FREE OF CHARGE, BETA FEATURES, OR AI OUTPUTS GENERATED FROM THIRD-PARTY AI MODELS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

10. MUTUAL INDEMNIFICATION

10.1. **Indemnification by Sairis.** Sairis will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that a Purchased Service (excluding any claim arising from Third-Party AI models accessed through the Services or the Customer's use of AI-generated outputs generated by Third-Party AI Models or Non-Sairis Applications) infringes or misappropriates such third party's intellectual property rights (a "Claim(s) Against Customer"), and will indemnify Customer from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by the Customer under a settlement approved by Sairis in writing in connection with a Claim Against Customer, provided Customer (a) promptly provides Sairis with written notice of the Claim Against Customer (b) grants Sairis sole control of the defense and settlement of the Claim Against Customer (except that Sairis may not settle any Claim Against Customer unless it unconditionally releases the Customer from all

liability), and (c) provides Sairis with all reasonable assistance, at Sairis' expense. If Sairis receives information about an infringement or misappropriation claim related to a Service, Sairis may, at its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching "Sairis' Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions.

The above defense and indemnification obligations do not apply to Claims Against Customer unless the claim specifically alleges that the Services provided by Sairis are the basis of the Claim Against Customer; or to Claims Against Customer to the extent arising from (I) a combination of the Services with products, services, software, hardware, AI models, processes or other forms of technology or content not provided by or manufactured by Sairis or on Sairis' behalf, where such combination is the cause of the alleged infringement; (II) fine-tuning, customization, or modification of the Services by or for any party other than Sairis or a party under Sairis' control, including modifications to AI Settings, system prompts, meta-prompts, and AI instruction prompts that may alter the AI behavior; (III) modifications made by Customer to the Services or Outputs; (IV) inputs, prompts, or any data provided by Customer; (V) Customer's use of AI-generated outputs where such AI-generated output was used prior to or without human review performed by Customer or authorized Customer representative; (VI) Customer's use of AI-generated outputs based on Customer's uploaded data, including structured or unstructured data, or retrieval of third-party information initiated by or requested by or configured by Customer through the Services, including but not limited to information and data retrieved as a result of a user input, meta-prompt, or system-prompt through web searches, news searches, website scraping, or queries of third party databases or content, or other external data sources; (VII) the use of the Services or Outputs in a manner that Customer knows, reasonably should know, or fails to independently review and validate prior to use, violates or infringes the rights of others; (VIII) the use of Services under an Order Form for which there is no charge; (IX) Customer's material failure to comply with applicable laws, regulations, or industry standards, to the extent such failure gave rise to the Claim, or (X) the use of a Non-Sairis Application (whether or not acquired or used under Section 4.1), or Customer's breach of this Agreement, the Documentation, or applicable Order Forms, to the extent such material breach gave rise to the Claim. This indemnity is provided solely with respect to third-party claims. Customer acknowledges that it is solely responsible for reviewing and validating AI-generated outputs before use or reliance, including for legal, regulatory, or intellectual property compliance.

10.2. **Indemnification by Customer.** Customer will defend Sairis and each of its officers, directors, employees, and agents (collectively "Sairis Indemnitees") against any claim, demand, suit or proceeding made or brought against Sairis or a Sairis Indemnitee by a third party (a "Claim Against Sairis") to the extent arising from: (a) any allegation that Customer Data provided by Customer and used with the Services infringes or misappropriates a third party's intellectual property rights; (b) Customer's use of the Services, Content, or AI-generated outputs in violation of applicable law or this Agreement, the Documentation, or any applicable Order Form; (c) Customer's use of prompts, inputs, system prompts, meta prompts, or configuration settings (including Customer's elected use of web search, retrieval, or other AI tools provided by Sairis) that result in an AI-generated output giving rise to a third-party claim; (d) Customer's use of Third-Party AI Models, or any Non-Sairis Application provided or directed by Customer. Customer will indemnify each Sairis Indemnitee from any damages, attorney fees and costs finally awarded against that Sairis Indemnitee as a result of, or for any amounts paid by a Sairis Indemnitee under a settlement approved by Customer in writing of, a Claim Against Sairis, provided that Sairis (i) promptly gives Customer written notice of the Claim Against Sairis, (ii) gives Customer sole control of the defense and settlement (except that Customer may not settle any Claim Against Sairis unless it unconditionally releases all Sairis Indemnitees of all liability), and (iii) provides Customer with all reasonable assistance, at Customer's expense. These defense and indemnification obligations do not apply to the extent a Claim Against Sairis arises from Sairis' material breach of this Agreement, the Documentation or any applicable Order Form, or Sairis' gross negligence or willful misconduct.

10.3. **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

11. LIMITATION OF LIABILITY

11.1. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT

OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION OF THIS AGREEMENT.

11.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.3. **AI TECHNOLOGY DISCLAIMERS AND LIMITATIONS.** CUSTOMER ACKNOWLEDGES THAT USE OF GENERATIVE AI AND OTHER AI TECHNOLOGIES WITHIN THE SAIRIS PLATFORM IS AT ITS OWN RISK. SAIRIS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, RELIABILITY, LEGALITY, OR APPROPRIATENESS OF AI-GENERATED OUTPUTS. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR REVIEW, VERIFICATION, AND USE OF AI OUTPUTS AND SHALL BE SOLELY LIABLE FOR ANY DECISIONS OR ACTIONS RESULTING THEREFROM. NEITHER SAIRIS NOR ITS THIRD-PARTY AI PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, ARISING FROM CUSTOMER'S USE OF AI-GENERATED CONTENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SAIRIS, ITS AFFILIATES, AND THIRD-PARTY AI PROVIDERS FROM ANY CLAIMS, DAMAGES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM CUSTOMER'S USE OF AI TECHNOLOGY, INCLUDING GENERATIVE AI, AND AI OUTPUTS FROM LARGE LANGUAGE MODELS, WITHIN THE SAIRIS PLATFORM.

11.4. **Exceptions to Limitations.** Notwithstanding the foregoing, the limitations and disclaimers in this Section 11 shall not apply to liability arising from: (a) the injury or death of any person, or damage to tangible property, caused in whole or in part by an act or omission of the party or its employees, contractors or representatives, (b) the fraud, gross negligence, or willful misconduct of Sairis or its employees, contractors, or representatives; (c) a breach by Sairis of its confidentiality or privacy obligations under this Agreement, except to the extent such breach was caused by (i) Customer's use of Non-Sairis Applications or Third-Party AI Models, or (ii) Customer's elected transmission of sensitive or regulated data to Non-Sairis Applications or Third-Party AI Models via configurations or features under Customer's control; (d) Sairis' indemnification obligations; or (e) a knowing violation of applicable law by Sairis in connection with its provision of the Services. Customer further acknowledges and agrees that when deploying the Services in safety-critical, regulated, or high-risk operational environments, including but not limited to mining, manufacturing, industrial, or healthcare settings, Customer is solely responsible for establishing and enforcing appropriate oversight, review, and escalation protocols. Sairis does not control or supervise the context in which its Services are accessed, nor does it control Customer-configured inputs, data uploads (structured or unstructured) for search, retrieval of third-party information initiated or configured by Customer, meta-prompts, user prompts, or system prompts used to generate outputs. Sairis shall have no liability for any harm, delay, or loss arising from reliance on the Services in such environments, including where the accuracy, completeness, safety, or availability of AI-generated outputs is affected by any Customer-controlled configurations (including but not limited to user inputs, structured or unstructured data uploads, Customer-defined meta-prompts or system prompts, Customer-directed retrieval of third-party information or retrieval of Customer-managed information, Customer-selected AI tools or models, or the use of features such as search, scraping, or external API integrations), or environmental factors such as network conditions, bandwidth limitations, or system latency, and regardless of whether such outputs were reviewed prior to use.

12. TERM AND TERMINATION

12.1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated unless otherwise stated on the Order Form.

12.2. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either Party gives the other written notice (email acceptable) at least (i) 30 days prior to the expiration of the Term for all Order Forms with a month-to-month Term; and (ii) 90 days prior to the expiration of the Term for all other Order

Forms. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Sairis' applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3. **Termination.** Sairis may terminate this Agreement, effective upon written notice to Customer, if Customer fails to pay any amount in accordance with the Fees and Payments section of this Agreement and such failure continues for more than 15 days. Either Party may terminate the Contract, effective upon written notice to the other Party, if the other Party materially breaches the Contract, and such breach: (i) is incapable of being cured; or (ii) remains uncured for 45 days (or such later date as may be specified by the non-defaulting Party) after the non-breaching Party provides the breaching Party with notice of such breach; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Within 30 days after this Agreement expires or terminates for any reason, and in addition to Sairis' obligations under Sections 2.2 and 2.3, Sairis will securely decommission or delete any prompts, profiles, or other resources with the Sairis platform that were specifically customized, fine-tuned, or configured using Customer Data and are not under Customer's continuing control, so that such Customer Data is no longer accessible or usable within the Services. For clarity, this obligation does not apply to any Customer-managed or Customer-controlled models, configurations, or resources governed under Section 2.3.

12.4. **Termination for AI Acceptable Use Violations.** Customer agrees to comply with Sairis' AI Acceptable Use Agreements and Policies found at www.sairis.ai/legal or in the Sairis User Help Center. In the event that Sairis identifies any violations of its AI Acceptable Use Agreements and Policies by the Customer or its users, Sairis will communicate directly with the Customer's administrators and designated points of contact to address the violations. Formal warnings will be issued in writing, detailing the specific non-compliant behaviors and providing a timeframe for correction (which will be at least 30 days). Should the violations persist despite these warnings, Sairis reserves the right to suspend or terminate the offending user's access (but not the Customer's overall access) to the Sairis platform. Persistent or serious violations may result in the suspension or termination of the Customer's overall access to Services in accordance with section 12.3. In the event of termination due to these violations, Sairis reserves the right to terminate this agreement without providing a refund for any services already paid for, including both used and unused services and Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law.

12.5. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, Sairis will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination, without prejudice to either party's other rights or remedies under this Agreement. In no event will termination relieve Customer of its obligation to pay any fees payable to Sairis for the period prior to the effective date of termination, and except for such refund, Sairis shall have no further obligation to Customer for any fees or charges following the effective date of termination. For clarity, no refunds shall be issued for Services subject to a month-to-month subscription term, which are billed and remain payable for the full billing cycle regardless of cancellation timing, as described in Section 5.7.

12.6. **Surviving Provisions.** The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-Sairis Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the sections titled "Protection of Customer Data" and "Security and Protection from AI Risk" will survive any termination or expiration of this Agreement for so long as Sairis retains possession of Customer Data.

13. GENERAL PROVISIONS

13.1. **Export Compliance.** The Services, Content, other Sairis technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Sairis and Customer each represents that it is not on any United States (U.S.) government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region or as may be updated from time to time at https://www.sairis.ai/legal or in violation of any U.S. export law or regulation.

13.2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Sairis and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.4. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

13.6. **Independence Towards Third Parties.** For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting and/or implementation services, including third parties referred by Sairis employees or Affiliates or other Sairis communication or marketing materials, in relation to the Services, are independent of Sairis and Sairis shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer's use of the Services.

13.7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.8. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Sairis will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9. **Sairis Contracting Entity, Notices, Governing Law, and Venue.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Colorado in the United States of America. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.10. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.11. **Arbitration.** Except as otherwise provided in the Contract, any claim, controversy or dispute of whatever nature between or among any of the Parties arising out of or relating to the Contract shall be resolved by final and binding arbitration administered by the American Arbitration Association ("*AAA*") according to the Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator mutually selected by the Parties. If the Parties cannot agree on an arbitrator within thirty (30) days from the filing of a demand for arbitration with the AAA, the arbitrator shall be chosen pursuant to the Commercial Rules.

13.12. **Amendments.** From time to time, Sairis may update these Customer Terms of Service to reflect changes in applicable law, improvements to the Services, modifications to platform capabilities, or to address evolving risks. Sairis will make updated terms available at https://www.sairis.ai/legal and will provide reasonable prior written notice to Customer's designated contact for any material changes. Updated terms will become effective as stated in the notice and will apply on a going-forward basis. If Customer reasonably believes that a material change will materially and adversely affect its use of the Services, Customer may notify Sairis in writing within 30 days of receiving notice of the change, and the

parties will work in good faith to resolve the concern. Continued use of the Services following the effective date of the updated terms will constitute acceptance of the updated terms.

13.13. **Translations.** If this Agreement is translated into languages other than English, the English version will control.

13.14. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Appendix 1: Sairis AI Credits and Use Terms

1. **SCOPE**

   1.1. This Appendix ("**AI Credits Appendix**") supplements the Main Services Agreement ("**MSA**") between Sairis LLC ("**Sairis**") and Customer. All capitalized terms not defined herein have the meanings ascribed to them in the MSA. This AI Credits Appendix sets forth additional terms governing the purchase, allocation, and usage of any Sairis AI Credits, Tokens, and other metered AI services ("**AI Credits**"). In the event of any inconsistency between the terms of this Appendix and the Order Form, the Order Form shall control solely with respect to pricing, Credit quantities, and duration, and this Appendix shall control with respect to all other terms related to AI Credit usage, allocation, overages, and responsibilities.

2. **DEFINITIONS**

   "**AI Credits**" means a prepaid unit of measure that represents a quantity of Large Language Model ("**LLM**") tokens or other usage-based AI services that may be consumed by Customer. Each LLM's input or output tokens deplete AI Credits according to the then-current credit-conversion rates published by Sairis.

   "**Included Credits**" means AI Credits provided within certain subscription User Licenses or included in an Order Form. Included Credits are tied to the specific billing term and do not roll over to subsequent billing terms.

   "**Additional Credits**" means AI Credits purchased separately—either as a one-time purchase or on a subscription basis—beyond any Included Credits. Additional Credits *may* roll over across Customer's subsequent billing terms, as set forth in the applicable Order Form.

   "**Overage**" means any AI Credit consumption by Customer in excess of the Included Credits or Additional Credits purchased for a given billing term.

3. **ALLOCATION AND USAGE**

   3.1. **Consumption and Conversion**. Customer's consumption of LLM tokens (both inputs and outputs) depletes AI Credits. Conversion rates from tokens to AI Credits may vary by LLM provider, usage type, or other factors. Current conversion rates are available in the Sairis Help Center and may be updated at Sairis' sole discretion to reflect changes in third-party LLM pricing.

   3.2. **Effective Date of Rate Changes**. Any changes to token-to-credit conversion rates will go into effect on the first day of the month following the date on which Sairis announces or publishes the updated rates, regardless of when a third-party LLM provider modifies its pricing.

   3.3. **Rollover and Expiration.**

      3.3.1. **Included Credits**. Any Included Credits that remain unused at the end of a billing term expire and do not roll over.

      3.3.2. **Additional Credits**. Additional Credits purchased on a one-time or subscription basis *may* be carried over into subsequent billing terms, as specified in the Order Form.

   3.4. **Term and Termination**. Upon termination or expiration of the MSA or the relevant Order Form, any **unused** Included Credits or Additional Credits immediately expire. Sairis shall have no obligation to provide refunds or credits for any unused AI Credits, except as may be expressly set forth in the MSA

4. **OVERAGES & BILLING**

   4.1. **Overage Charges**. If Customer's usage of AI Credits exceeds the total of Included Credits plus Additional Credits for any billing term, Sairis will invoice Customer monthly for all Overages at the then-current one-time Additional Credits purchase price.

   4.2. **Customer-Set Thresholds**. Sairis retains the right to reduce or remove any overage threshold if the Customer's account is overdue or in breach of payment obligations.

4.3. **Suspension and Non-Payment**. Suspension, late fees, penalties, and remedies for overdue payments are governed by the MSA.

5. **CUSTOMER RESPONSIBILITIES AND LIABILITY**

5.1. **Customer Control**. Customer is solely responsible for monitoring, allocating, and controlling AI Credit usage for its Users, including the choice of specific LLMs. Customer is also responsible for any usage beyond the purchased credits and for timely payment of all overage invoices.

5.2. **AI Credit Usage and Management Responsibility**: Customer acknowledges that token consumption rates associated with Sairis AI Credits may change over time due to evolving model behavior, third-party LLM provider pricing changes, or platform-level adjustments. Sairis may periodically update the rate at which AI Credits are consumed for specific models to reflect underlying cost changes, including pass-through savings where feasible. Customer further understands that actual usage may fluctuate based on how individual Users initiate, configure, or interact with the Services. Accordingly, Customer is responsible for monitoring usage and managing AI Credit allocation to align with its operational needs. Sairis is not responsible for forecasting accuracy or budgetary impact related to AI Credit usage.

6. **RELATIONSHIP TO THE MSA**

6.1. **No Conflict**. Except as expressly modified herein, all terms and conditions of the MSA remain in full force and effect. In the event of any conflict between this Appendix and the MSA, this Appendix shall govern solely with respect to the subject matter of AI Credits and token usage, and only to the extent of such conflict.

6.2. **Governing Law and Venue**. This Appendix shall be governed by the same law and venue provisions specified in the MSA.