

VALS AI TERMS OF USE

These Terms of Use (these "**Terms**") are a legally binding agreement between the party accepting these Terms as set forth in this paragraph ("**Customer**") and Vals AI Inc. ("**Vals AI**") and apply to Vals AI's proprietary methodology and infrastructure designed to test and evaluate the performance of artificial intelligence models for customer-specific use cases (the "**Services**"). PLEASE READ THESE TERMS CAREFULLY. WHEN CUSTOMER CLICKS "ACCEPT," CHECKS A BOX, OR OTHERWISE ACCESSES OR USES THE SERVICES, CUSTOMER IS AGREEING TO BE BOUND BY THESE TERMS.

Customer may be subject to, or the parties may otherwise agree to, additional terms, conditions, guidelines, policies, and/or rules with respect to the Services ("**Supplemental Terms**"). In addition to these Terms, such Supplemental Terms, if applicable, will govern Customer's access and use of the Services. Such Supplemental Terms become part of Customer's agreement with Vals AI, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

1. THE SERVICES

1.1 **Right to Use.** Subject to Customer's compliance with the terms and conditions of these Terms, Vals AI grants Customer a limited, non-exclusive, revocable right to use the Services solely for Customer's internal business purposes on a device that Customer owns or controls.

1.2 **Modifications; Support.** Notwithstanding anything to the contrary in these Terms, (a) Vals AI may conduct maintenance on the Services from time to time without prior notice to Customer and (b) Vals AI may modify features of the Services from time to time at Vals AI's sole discretion. Except as expressly set forth in Supplemental Terms, (i) Vals AI will not be required to provide any support with respect to the Services and (ii) no service levels, uptime requirements, or other performance standards, obligations, or requirements will apply to the Services.

2. ELIGIBILITY AND ACCOUNTS

2.1 **Authorization.** Customer represents and warrants that (a) Customer is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) Customer has full corporate power and authority to execute, deliver and perform its obligations under these Terms, (c) the person entering into these Terms on Customer's behalf has been duly authorized and empowered to enter into these Terms, and (d) these Terms are valid, binding and enforceable against Customer and all Customer Personnel (as defined below) in accordance with their terms.

2.2 **Jurisdiction.** Customer may only use the Services in jurisdictions authorized by Vals AI. The Services are not intended to subject Vals AI to any non-United States jurisdiction or law. Customer represents and warrants that neither Customer nor any Customer personnel using the Services ("**Customer Personnel**") (a) is located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country or (b) is on any of the U.S. government lists of restricted end users.

2.3 **Use and Sharing.** The Services are provided to Customer only for Customer's internal business use and not for the benefit or use of any third party. Only Customer Personnel may use the Services.

2.4 **Access Credentials.** Customer may be required to create an account to use the Services. Customer is responsible for use of the Services by Customer and Customer Personnel, their respective access to Services accounts, and all acts and omissions through Services accounts, as well as for use of the Services by any third party through Services access credentials of Customer or any Customer Personnel, whether authorized or not. Vals AI has no obligation to inquire about the authority of anyone using the account access credentials of Customer or any Customer Personnel.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Codebase and Code.** To use the Services, Customer will be required to provide Vals AI with access to Customer-selected software code, including, without limitation, any Customer-selected software code located in Customer-controlled GitHub repositories or other repositories for access to such software code (such software code, "**Customer Code**" and such codebase, the "**Customer Codebase**"). Customer hereby grants Vals AI a non-exclusive, worldwide, assignable a worldwide, royalty-free, fully paid, assignable (solely as set forth in Section 14.2 (Assignment)), sublicensable (solely to third party service providers, including, without limitation, Third-Party AI Providers (as defined

below) and any sub-processors involved in processing Customer Data (as defined below)) license to (a) access the Customer Codebase and other applicable Customer Systems (as defined below) and (b) access, use and otherwise exploit the Customer Code, each of (a) and (b) for purposes of providing the Services (including, without limitation, to generate Results (as defined below)).

3.2 Customer Systems. Customer is solely responsible for obtaining and maintaining, at Customer's, expense, the Customer Code, Customer Codebase, and all other necessary hardware, software, systems, and technology (collectively, "**Customer Systems**") required for Customer to use, and Vals AI to provide, the Services. Without limiting the disclaimers in Section 11 (Disclaimers), Customer is solely responsible and liable for all Customer Systems and Vals AI will not be responsible for any delays or failures in providing the Services to the extent attributable to Vals AI's inability to fully access any Customer Systems as set forth in these Terms. Customer represents and warrants to Vals AI that Customer has the rights, licenses, and permissions necessary to grant the license and use rights in Section 3.1 (Customer Codebase and Code) and to otherwise provide Customer Systems (including, without limitation, the Customer Codebase and Customer Code) to Vals AI for use by Vals AI as contemplated by these Terms and the use of the Services by Customer and Customer Personnel.

3.3 Restrictions. Customer agrees that the Services contain trade secrets and other valuable proprietary information belonging to Vals AI. Customer will not, and will ensure that Customer Personnel do not: (a) alter, copy, modify, translate, or make derivative works of, or permit the alteration, copying, modification, translation, or making derivative works of, the Services or any component thereof; (b) attempt to derive the source code or object code for the Services, including by reverse engineering, decompiling, disassembling, or similar means; (c) seek to acquire any ownership interest in or to the Services; (d) license, offer, sell, resell, transfer, lease, or otherwise distribute the Services or attempt any of the foregoing; (e) remove, alter, or obfuscate any copyright, trademark, or other proprietary rights notices included with the Services; (f) access or use the Services in order to design, develop, or build a similar product or competitive product; (g) exceed any Vals AI limitations with respect to use of the Services or otherwise use the Services for any purpose other than Customer's internal business purposes; (h) enable access to the Services by anyone not authorized to use the Services; (i) develop any scripts or software applications that interact with or integrate with the Services unless first authorized in writing by Vals AI; (j) circumvent or modify any security technologies designed to prevent unauthorized access to the Services; (k) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Vals AI without Vals AI's express written consent; or (l) use any meta-tags or any other "hidden text" utilizing any of Vals AI's names, trademarks, or service marks without the express written consent of Vals AI.

3.4 Acceptable Use. Customer will not use the Services, and will ensure that no Customer Personnel uses the Services, to: (a) infringe on, violate, dilute, or misappropriate the intellectual property rights, rights of publicity, privacy rights, or other rights of any person; (b) engage in any fraudulent, unlawful, or abusive activities; (c) store, send, or post defamatory, inflammatory, trade libelous, threatening, abusive, hateful, harassing, obscene, pornographic, or indecent content or data; (d) interfere with or attempt to interfere with or disrupt the integrity, security, functionality, or proper working of the Services or Vals AI provision of services to other customers; (e) attempt to discover, access, read, alter, destroy, or damage any programs, data, or other information stored on or in connection with the Services; or (f) upload or transmit any content that constitutes unsolicited or unauthorized advertising promotional materials, commercial activities, or any other form of solicitation.

3.5 Compliance with Laws. Customer will comply with all applicable laws, rules and regulations in connection with Customer's use of the Services ("**Applicable Laws**"). Customer acknowledges that the Services, including any and all system hardware, system software, technical data, know-how, or other data or information obtained from Vals AI ("**Vals AI Systems**") may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited. Customer agrees not to, and agrees to cause all Customer Personnel not to, directly or indirectly, import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Vals AI Systems to any destination, entity, or persons prohibited or restricted under any law or regulation, unless Customer has first obtained prior written consent Vals AI and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time.

4. DATA

4.1 Definition of Customer Data. For purposes of these Terms, "**Customer Data**" means information, data, content, and/or files transmitted or uploaded by Customer in association with Customer's and Customer Personnel's use of the Services, including, without limitation, in connection with Vals AI's access to the Customer Codebase and Customer Code. Customer Data includes Input (as defined below).

4.2 **Use of Customer Data.** Customer hereby grants Vals AI and its affiliates a worldwide, royalty-free, fully paid, assignable (solely as set forth in Section 14.2 (Assignment)), sublicensable (solely to third party service providers, including, without limitation, Third-Party AI Providers and any sub-processors involved in processing Customer Data) license to collect, use, access, view, and otherwise process Customer Data to (a) provide, support, monitor, analyze, and improve the Services, (b) communicate with Customer about its account and its Customer Personnel's accounts, and (c) in connection with Vals AI's rights in Usage Data (as defined below).

4.3 **Rights in Customer Data.** Customer represents and warrants to Vals AI that Customer has the rights, licenses, and permissions necessary to grant the license and use rights in Section 4.2 (Use of Customer Data) and to otherwise provide Customer Data to Vals AI for use by Vals AI as contemplated by these Terms and the use of the Services by Customer and Customer Personnel. Customer is solely responsible for the content, accuracy, integrity, quality, and legality of Customer Data and for ensuring that it has given all notices and disclosures, and obtained all rights, consents and permissions, necessary for (a) Customer and Customer Personnel to use the Services (including, without limitation, to send any communications or other information or materials via the Services), (b) Customer's collection, use and disclosure of Customer Data, and (c) Vals AI to collect and use Customer Data as permitted in these Terms.

4.4 **Usage Data.** Notwithstanding anything to the contrary in these Terms, Customer agrees that Vals AI may generate anonymized information resulting from the use or provision of the Services, including anonymized information derived from Customer Data or Customer's or Customer Personnel's use of the Services ("**Usage Data**"). Vals AI owns and retains all rights to Usage Data and, as such, may exercise its rights in Usage Data without restriction or limitation.

4.5 **Vals AI Protection.** Vals AI will maintain commercially reasonable and appropriate safeguards designed to protect unauthorized access to or disclosure of Customer Data.

5. FEES AND PAYMENT TERMS

5.1 **General.** The Services may be offered to Customer under a "free credit" model (the "**Free Credit Model**") or a "paid credit" model (the "**Paid Credit Model**"). The terms of this Section 5 will only apply to Paid Credit Models.

5.2 **Payment.** Customer will pay Vals AI the fees charged by Vals AI for the Services (the "**Fees**"). Customer will pay all Fees by (a) check, (b) bank wire transfer in immediately available funds to an account designated by Vals AI, or (c) credit or debit card via an authorized payment processor. If by credit or debit card, Customer authorizes Vals AI (or its payment processor) to charge Customer's credit or debit card number provided to Vals AI and represents and warrants that Customer is authorized to use and have Fees charged to that credit or debit card. Unless otherwise communicated in writing by Vals AI, all payments pursuant to these Terms: (i) are nonrefundable; (ii) will be made in U.S. Dollars; and (iii) are exclusive of taxes and duties, which will be paid solely by Customer (other than taxes based on Vals AI's net income). All Fees are payable without setoff, counterclaim, deduction, recoupment, or withholding of any kind for amounts owed or purportedly owed by Vals AI under these Terms, Applicable Laws, or otherwise. The terms of payment specified herein may be subject to Vals AI's approval of Customer's credit, and Vals AI may at any time revise the specified terms of payment to require payment in advance.

5.3 **Authorization.** If applicable, Customer authorizes Vals AI to maintain Customer's account information and charge Customer's designated payment method in its account (the "**Designated Payment Method**") as permitted in these Terms and as otherwise disclosed to Customer. Customer represents and warrants that it is authorized to use and have Fees charged to the Designated Payment Method.

5.4 **Effect of Non-Payment.** If Customer fails to pay any Fees or other amounts due and owing, Vals AI may, without limiting its rights or remedies at law, in equity, or under these Terms (each of which Vals AI expressly reserves), (a) automatically charge the Designated Payment Method, (b) impose a finance charge on any outstanding balances, (c) suspend or terminate Customer's account or Customer's access to the Services, and/or (d) impose additional fees and/or charges, including, without limitation, reinstatement fees if Customer's account or Customer's access to the Services has been suspended or terminated.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 **Customer Ownership.** Subject to the use rights granted in these Terms, as between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data, Customer Codebase, Customer Code, and all other Customer Systems. Without limiting the foregoing, Input is considered Customer Data under these Terms, and as between

the parties, Customer owns and retains all right, title, and interest in and to any Input, subject to the use rights granted in these Terms.

6.2 Vals AI Ownership. Subject to the use rights granted under these Terms, as between the parties, Vals AI owns and retains all right, title, and interest in and to the (a) Services and any improvements, modifications, enhancements, or derivatives of the foregoing and (b) all discoveries, inventions, designs, developments, improvements, works of authorship, information or data, know-how, ideas, or other technology, intellectual property, results, and/or work product generated by Vals AI in connection with the Services (including, without limitation, Results). These Terms do not convey to Customer any rights of ownership in or related to the Services. Except for the rights expressly granted in these Terms, no other rights are granted to Customer in, to, or under Vals AI's intellectual property rights, whether by implication, estoppel, waiver, or otherwise.

6.3 Ownership of Results. The Services may generate evaluation results, data, and/or other output based on the Customer Code and/or Customer Data (including Input) ("**Results**"). As between the parties, Vals AI owns and retains all right, title, and interest in and to the Results; provided, that Vals AI's disclosure of Results is subject to Section 6.4 (Use and Disclosure of Results).

6.4 Use and Disclosure of Results. Vals AI hereby grants to Customer a non-exclusive, perpetual, irrevocable, royalty-free right and license to use and otherwise exploit the Results. Vals AI will not publicly disclose the Results for Private GitHub repositories unless Customer affirmatively "opts in" to such disclosure via Vals AI-initiated methods for such "opt in" or otherwise consents to such disclosure.

7. AI TOOLS

7.1 Use of AI Tools. Certain features of the Services use artificial intelligence models, tools, and other technology (collectively, "**AI Tools**") to generate Results. Results may be generated in response to Customer Data directly input into an AI Tool ("**Input**") or otherwise in connection with Vals AI's provision of the Services (including, without limitation, access to Customer Code). The AI Tools may include artificial intelligence and other tools and technologies provided by third parties ("**Third-Party AI Providers**"), and Customer acknowledges and agrees that (a) Customer's use of the AI Tools may involve access to Inputs and Results by such Third-Party AI Providers, (b) Customer consents and authorizes Vals AI to share any Customer Data (including, without limitation, Input) with such Third-Party AI Providers, subject to Section 7.4 (Zero Data Retention; No Training), and (c) Vals AI will not be responsible or liable for any agreements between Customer and such Third-Party AI Providers or any acts or omissions of any Third-Party AI Providers.

7.2 Reliability of Output. CUSTOMER ACKNOWLEDGES THAT ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES ARE RAPIDLY EVOLVING AND MAY PRODUCE OUTPUT THAT IS INACCURATE, UNRELIABLE, INAPPROPRIATE, INFRINGING, OR OTHERWISE UNSUITABLE OR THAT DOES NOT MEET CUSTOMER'S EXPECTATIONS.

7.3 Restrictions. Without limiting the other restrictions or provisions of these Terms, Customer agrees not to use the AI Tools or Results in a manner that may infringe upon or violate the rights of any third party or violate any Applicable Laws, and Customer acknowledges and agrees that (a) Customer is solely responsible for vetting and evaluating the accuracy, appropriateness, legality, and suitability for Customer's use of any Results before using them, including evaluating whether such use will infringe upon or violate the rights of others, (b) Customer assumes all risk associated with Customer's use of AI Tools and the resulting Results, and (c) Vals AI will have no liability for such use.

7.4 Zero Data Retention; No Training. Notwithstanding any terms to the contrary in these Terms, Vals AI will not (a) retain Customer Data beyond the timeframe necessary to fulfill the specific request (i.e., will apply a "zero data retention" policy), except to the extent required for debugging, troubleshooting, and/or security-related purposes, or (b) use any Input or other Customer Data to train third-party AI Tools.

8. TERM AND TERMINATION

8.1 Term. The term of these Terms commences on Customer's acceptance of these Terms (whether via a click-through purchase or otherwise) and, unless either party terminates Customer's access to the Services as set forth in this Section 8, continues until the expiration or termination of the stated term (a) on Vals AI's website in connection with Customer's purchase or (b) otherwise agreed between the parties or communicated by Vals AI.

8.2 Termination.

(a) **Non-Renewal.** If automatic renewal applies, either party may terminate Customer's access to the Services (and, therefore, these Terms) by issuing written notice of non-renewal at least 30 days prior to the expiration of the then-current term.

(b) **Termination for Cause.** Either party may terminate Customer's access to the Services (and, therefore, these Terms) upon written notice to the other party if such other party commits a material breach of these Terms and fails to cure such breach within 30 days of having received notice of the breach.

8.3 **Termination for Convenience.** Customer may terminate Customer's access to the Services (and, therefore, these Terms) by notifying Vals AI in writing or by closing Customer's account. Vals AI may terminate Customer's access to the Services at any time by notifying Customer in writing (with email notice being sufficient) or by disabling or terminating Customer's account (with or without notice).

8.4 **Effect of Expiration or Termination.** Upon any expiration or termination of these Terms, (a) all unpaid Fees (including any Fees payable for the remainder of Customer's subscription to the Services) will become immediately due and payable, (b) no refunds will be given on early termination, including any refunds for any pre-paid amounts, regardless of the reason for such termination, (c) all rights granted to Customer under these Terms and Vals AI's obligations will immediately cease, and (d) Customer will stop accessing or using the Services, except all defined terms and the following provisions will survive: Sections 3.3 (Restrictions), 4.2 (Use of Customer Data), 5 (Fees and Payment Terms), 6 (Intellectual Property Rights), 8.4 (Effect of Expiration or Termination), 9 (Confidentiality), 10 (Indemnification), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Arbitration) and 14 (General Provisions).

9. CONFIDENTIALITY

9.1 **Protection.** A party ("**Receiving Party**") may be exposed to or receive certain information of the other party ("**Disclosing Party**") that is not generally known to the public and is marked as confidential or proprietary, or which, under the circumstances ought to be treated as confidential ("**Confidential Information**"). Receiving Party agrees that if Receiving Party is exposed to or receives Confidential Information, Receiving Party: (a) will protect Confidential Information from unauthorized disclosure using at least a commercially reasonable degree of care; (b) will not disclose Confidential Information to any third party; and (c) will not use the Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms.

9.2 **Return.** After any expiration or termination of these Terms, or at any time upon request from Disclosing Party, Receiving Party will immediately return or destroy (at Disclosing Party's sole direction) all materials or media containing any Confidential Information, including all copies thereof. Notwithstanding the foregoing, if Customer requires return or destruction of Customer's Confidential Information in a manner that impacts Vals AI's provision of the Services, Vals AI will not be liable for any delays or failures in providing the Services to the extent attributable to such requirement.

9.3 **Injunctive Relief.** Receiving Party expressly acknowledges and agrees that no adequate remedy may exist at law for an actual or threatened breach of this Section 9 and that in such event Disclosing Party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

9.4 **Feedback.** Customer may from time to time voluntarily provide suggestions, enhancements, recommendations, requests for features or functionality, comments, or other feedback to Vals AI regarding Vals AI and/or the Services ("**Feedback**"). Feedback, even if designated as "confidential" or "proprietary" by Customer, will not create any confidentiality or other obligation for Vals AI, and Customer hereby assigns to Vals AI all rights (including intellectual property rights), title and interest in and to such Feedback. All Feedback is Confidential Information.

10. INDEMNIFICATION

10.1 **Vals AI Indemnification.** Vals AI will defend Customer and its affiliates, and its and their respective directors, officers and employees against any third-party claims ("**Claims**"), and will indemnify and hold harmless the foregoing from and against any resulting damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) ("**Losses**"), to the extent alleging that the Services (excluding the Results) infringe, misappropriate, or violate such third party's intellectual property rights. Vals AI will not have any obligation under this Section 10.1 to the extent the Claim arises from (a) use of the Services other than in accordance with these Terms, Vals AI's documentation or other instructions, (b) any combination of the Services (or any portion thereof) with any equipment, software, data, or any other materials not provided by Vals AI (including, without limitation, Customer Data), (c) any modification to the Services (i) based on Customer specifications or

(ii) made by any party other than Vals AI, and/or (d) the continued use of the Services after Vals AI has provided substantially equivalent non-infringing software or services.

10.2 Customer Indemnification. Customer will defend Vals AI and its affiliates, and its and their respective directors, officers and employees against any Claims, and will indemnify and hold harmless the foregoing from and against any resulting Losses, to the extent arising from Customer's breach of this Agreement.

10.3 Procedures. The indemnified party will provide the indemnifying party with (a) prompt written notice of any Claim (provided any failure or delay to notify shall not excuse any obligation of the indemnifying party except to the extent the indemnifying party is prejudiced by such failure), (b) the right to assume, at the indemnifying party's sole cost, the exclusive defense and control of such Claim, and (c) cooperation with any reasonable requests assisting the indemnifying party's defense and settlement of such Claim at the indemnifying party's expense. The indemnified party may participate in (but not control) the defense and settlement of such Claim at its own expense.

11. DISCLAIMERS

THE SERVICES AND RESULTS ARE PROVIDED "AS IS," AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, VALS AI HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND RESULTS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR THROUGH A COURSE OF DEALING, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. VALS AI DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL OPERATE UNINTERRUPTED, BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. VALS AI MAKES NO WARRANTY CONCERNING TIMELINESS, ACCURACY, PERFORMANCE, QUALITY, RELIABILITY, OR COMPLETENESS OF ANY RESULTS OR OTHER INFORMATION OBTAINED OR DERIVED THROUGH THE USE OF THE SERVICES OR CONCLUSIONS DRAWN THEREFROM AND CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ACTIONS TAKEN OR DECISIONS MADE (OR NOT TAKEN OR MADE) AS A RESULT OF CUSTOMER'S USE OF THE SERVICES OR ANY RESULTS OR OTHER INFORMATION PROVIDED, OBTAINED, OR DERIVED THROUGH THE USE OF THE SERVICES OR CONCLUSIONS DRAWN THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY USE OR MODIFICATION OF ANY CUSTOMER PRODUCTS OR SERVICES IN CONNECTION WITH VALS AI' PROVISION OF THE SERVICES.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL (A) VALS AI OR ANY OF ITS SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ERROR OR INTERRUPTION OF USE, LOSS, INACCURACY, OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUE, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES (INCLUDING THESE TERMS), INCLUDING THE USE OR INABILITY TO USE THE SERVICES, WHETHER OR NOT VALS AI HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR (B) VALS AI'S TOTAL LIABILITY UNDER THESE TERMS, REGARDLESS OF LEGAL THEORY (INCLUDING NEGLIGENCE), EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, (I) FOR PAID CREDIT MODELS, THE AMOUNT CUSTOMER PAID TO USE THE SERVICES IN THE PRECEDING 12-MONTH PERIOD OR (II) FOR FREE CREDIT MODELS, \$100 MULTIPLE CLAIMS WILL NOT EXPAND THESE LIMITS. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 12 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT NEITHER PARTY WOULD ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS LIMITATION ON LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THESE TERMS.

13. ARBITRATION

If any dispute between the parties arising under or relating to these Terms (a "**Dispute**") is not resolved through negotiation or mutual agreement, the parties agree to submit the Dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") in English in San Francisco, California, before one neutral arbitrator who may be a national of any party and who shall be a member of the AAA's Large Complex Case Panel. Any issues about the arbitrability of a Dispute will be determined by the arbitrator. All documents and information relevant to the Dispute in the possession of any party will be made available to the other party not later than 60 days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator will have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by federal law or the laws of the State of California. The hearing may not exceed two days. The arbitrator's award will be rendered within 120 days of the demand. The arbitrator may award interim and final injunctive relief and other remedies but may not

award damages limited in Section 12 above whether under contract, tort, statute, or any other basis for liability unless they are required by statute as determined by the arbitrator. No class arbitration will be allowed, but other parties may be joined as necessary to resolve the Dispute. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding anything to the contrary in this Section 13, Vals AI may, at any time, bring court proceedings or claims against Customer (a) solely as part of separate litigation commenced by an unrelated third party or (b) solely to obtain temporary or preliminary injunctive relief or other interim remedies, pending conclusion of the arbitration. In the case of contradiction between the provisions of this Section 13 and the Commercial Arbitration Rules of the AAA, this Section 13 will prevail. The limitations on remedies described above may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision of this agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by law and all other provisions will remain valid and enforceable.

14. GENERAL PROVISIONS

14.1 Entire Agreement. These Terms (together with any Supplemental Terms) constitute the entire understanding of the parties with respect to their subject matter and supersede all prior or contemporaneous proposals, understandings, and agreements. If Customer provides Vals AI with any pre-printed terms and conditions that appear on any purchase order or other form document, such terms will be of no force or effect.

14.2 Assignment. Neither party may assign or transfer these Terms or any of its rights or obligations under it without the other party's prior written consent. Notwithstanding the foregoing, in the event of a change of control transaction, including, as applicable, a merger, acquisition of all or substantially all assets or business to which these Terms relate, or other similar transaction (a "**Change of Control**"), (a) either party may, subject to subsection (b), assign or transfer these Terms in connection with such Change of Control without such consent but (b) Customer may not assign or otherwise transfer these Terms to a Vals AI competitor in connection with a Change of Control or otherwise. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, these Terms are binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14.3 Severability. If a court finds any term of these Terms to be invalid or unenforceable, other than Section 13 (Arbitration), that term will be enforced to the maximum extent permissible so as to reflect the parties' intent, and the remainder of these Terms will remain in full force and effect.

14.4 Waiver. Either party's delay or failure to exercise any right under these Terms or any law does not mean a party waives that right or any other rights under these Terms in the future. No waiver of any provision of these Terms, or any rights or obligations of either party under these Terms, will be effective except pursuant to a written instrument signed by the party against whom the waiver is sought.

14.5 Use of Name and Logo. Notwithstanding any terms to the contrary in these Terms, If Customer affirmatively "opts in" in writing, Customer consents to Vals AI's use of Customer's name, logo and other source identifiers on Vals AI's website and on Vals AI's promotional and marketing related materials, including, without limitation, for purposes of identifying Customer as a customer of Vals AI and describing Customer's use of the Services.

14.6 Independent Contractors. Nothing contained in these Terms will be construed to create a joint venture or partnership between the parties. Neither party is authorized as an agent or legal representative of the other party. Neither party will have the right or authority to bind or create any obligation on the other party.

14.7 Force Majeure. Vals AI is excused from performance of these Terms and will not be liable for any delay in whole or in part caused by any event outside of its control.

14.8 No Third-Party Beneficiary. Nothing contained in these Terms will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party in any manner whatsoever.

14.9 Governing Law and Venue. These Terms will be governed in all respects in accordance with the laws of the State of California, without regard to conflict of law principles that would cause the laws of any other jurisdiction to apply. Except as set forth in Section 13 (Arbitration), Customer expressly agrees that the U.S. federal courts located in San Francisco, California will have exclusive jurisdiction over any Dispute raised by Customer. Customer expressly consents to personal jurisdiction in any such court and hereby irrevocably waives any objection to or claim of lack of jurisdiction or *forum non conveniens*.

14.10 **Notices.** By using the Services, Customer agrees (a) to receive communications (including any communications that are required to be issued in writing hereunder) electronically, including via email, (b) that any such electronically-issued communications will satisfy any legal communication requirements, including those that require notices to be in writing, (c) that Vals AI may issue notices to the email or other address provided by Customer to Vals AI, and (d) that such notice will be effective on delivery. Notices to Vals AI must be delivered to enterprise@vals.ai. Such notice will be effective on confirmed receipt.

14.11 **Interpretation.** The headings of these Terms are for reference only and will not be used to interpret the meaning of these Terms. Any reference to "includes" or "including" will be understood to be exemplary and not limiting and followed by "but not limited to." Each party has had the opportunity to review these Terms with legal counsel, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.