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Eigen Technologies – Terms of Service

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PLEASE REVIEW THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND CONTAIN AND A WAIVER OF CLASS ACTION REMEDIES.

These Terms of Service (these “**Terms**”) form a binding legal agreement between Eigen Technologies Ltd (“**we**”, “**us**”, or “**our**”) and the customer entering into an Order (as defined below) (“**you**” or “**your**”), regarding the use of our hosted AI platform (the “**Platform**”).

Please review these Terms carefully. By registering an account through the Platform or entering into an Order (as defined below), you agree to be bound by these Terms. Each time you use the Platform, you agree to be bound by these Terms. We may update these Terms from time to time in our discretion. We will always keep the current version of these Terms and any changes posted on your Eigen client portal. By using the Platform after a new version of these Terms have been posted on the client portal or otherwise communicated to you in writing or by email, you agree to the terms and conditions of such version of these Terms. If you do not agree to these Terms, you must immediately cease your use of the Platform.

SUBSCRIPTION

Unless otherwise terminated in accordance with these Terms, your subscription begins on the date you purchase a subscription from us or an authorized Eigen reseller, managed service provider, or similar partner (an “**Authorized Partner**”) and continues for the subscription period (including any renewals, as applicable, the “**Term**”) set forth in the applicable order form or similar document entered into with us or an Authorized Partner (“**Order**”).

Subject to your continued compliance with these Terms, we hereby grant you a non-exclusive, non-transferable, and non-sublicensable license to access and use the Platform solely for your internal business operations and in accordance with any user count, volume metrics, or other restrictions in the applicable Order. You will be responsible for ensuring your authorized users comply with these Terms and any other requirements of the applicable Order and will be liable for their acts and omissions as though they were your own. We may from time to time require you to provide a list of authorized users.

You will be required to provide certain information (including personal information) to register your account on the Platform. Your information will be treated in accordance with our Privacy Policy available at <https://eigentech.com/privacy>. You are responsible for maintaining the security of your account and your login credentials, and you will be responsible for any actions taken using your account credentials. You are responsible for ensuring you provide complete and accurate information and keep such

information up to date, and you are responsible for any liability or damages arising from false, fraudulent, inaccurate or incomplete information. You are responsible for keeping your own records and making appropriate backups – we will not be responsible for any loss of data in our possession or control.

PAYMENT

You will pay us or the Authorized Partner (as applicable) all fees pursuant to the Order in accordance with the payment terms described therein. Unless otherwise expressly set forth herein or in your agreement with the Authorized Partner (as applicable), all payments are non-refundable.

INTELLECTUAL PROPERTY

Except as otherwise expressly stated herein, each party will retain all of its right, title and interest in and to its worldwide copyrights, patents, trade secrets, trademarks, and other intellectual property rights (“**IP Rights**”).

All IP Rights in and to the Platform, our related services made available to you and all documentation, templates and labelling methodology are and will remain owned by us or the relevant third-party owner. To the extent you acquire any IP Rights in any of the foregoing, you hereby assign and will automatically assign to us all such IP Rights. We reserve the right to modify and update the Platform and our other offerings from time to time: (i) to maintain, enhance, or expand the quality, delivery, competitiveness, scalability, efficiency, or performance thereof; (ii) to comply with applicable laws; or (iii) as otherwise determined in our reasonable discretion. We will provide at least 60 days’ prior written (or emailed) notice of any modifications that are reasonably expected to have any material adverse impact on your use of the Platform.

“**Your Data**” means any content or data submitted by you or your authorized users to the Platform, including any outputs generated for you as part of the operation of the Platform. You will be responsible for the accuracy, quality, integrity and legality of Your Data. You hereby grant us a worldwide, non-transferable, non-exclusive, royalty-free license to use Your Data to the extent reasonably required for us to make the Platform and related services available to you during the Term.

If you provide feedback, suggestions, improvements, or requests for additional functionality related to the Platform (collectively, “**Feedback**”), you grant us an unrestricted, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of such Feedback in any way we deem reasonable, without any attribution or accounting to you. This paragraph will survive any termination or expiration of these Terms or of your account on the Platform.

CONFIDENTIALITY

“**Confidential Information**” means any non-public information provided by one party (“**Discloser**”) to the other party (“**Recipient**”) hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. Without limiting the generality of the foregoing, Your Confidential Information includes Your Data, and our Confidential Information includes the non-public areas, features, and functionality of the Platform and any documentation. Confidential Information does not include information that: (a) is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser; (b) is in or enters the public domain through no fault of the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; or (d) was

independently developed by Recipient without access to the Confidential Information, as established by written documentation.

Recipient will only use Confidential Information to perform its obligations or exercise its rights under these Terms and the applicable Order. Recipient will not disclose Confidential Information to any individuals or entities except for its and its affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information for purposes of these Terms and the applicable Order and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information, including by any of its personnel. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.

"Usage Data" means anonymized or aggregated technical or usage data relating to the use and performance of the Platform itself (and excludes Your Data). We may collect, use, and disclose Usage Data to improve our offerings and for other legitimate purposes, provided we will not disclose any Usage Data in a manner that can be used to identify you or any entity or individual. We may also collect Usage Data to calculate any applicable volume-based fees.

If Recipient is legally required to disclose any Confidential Information of Discloser, Recipient will, if legally permitted, provide Discloser with prompt written notice sufficient to allow it an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.

At Discloser's request after the Term, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

Each party agrees that the other party may have no adequate remedy if there is a breach or threatened breach of these confidentiality obligations and, accordingly, that the non-breaching party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that party

ACCEPTABLE USE; RESTRICTIONS

You will not, directly or indirectly: (i) remove any trademark or copyright notices contained in the Platform; (ii) reproduce, modify, publish, distribute, transmit, disseminate, transfer, license, sell, lease, create derivative works based upon, or in any way commercially exploit the Platform; (iii) use the Platform on behalf of third parties or allow third parties to use the Platform (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties); (iv) use manual or automated means to trawl, mine, scrape, frame, or mirror the Platform; (v) disassemble, decompile or reverse engineer the Platform; (vi) attempt to hack, defeat, or overcome any encryption technology or security measures regarding the Platform or our other systems or those of any third party, or gain any unauthorized access to any systems or accounts; (vii) interfere with or disrupt the operation of the Platform or any other systems or otherwise interrupt or interfere with any other user's use or enjoyment of the Platform; (viii) promote illegal activity or violate any applicable local, state, national or international law; (ix) post or transmit any information or data that is discriminatory, unlawful, defamatory, abusive,

harassing, threatening, indecent, pornographic, obscene, fraudulent or otherwise inappropriate or infringes any intellectual property or privacy or other rights of any person; (x) send unsolicited advertisements through the Platform; (xi) impersonate any person or misrepresent your identity or affiliation; (xii) use the Platform in a way that is not for its intended purposes or that will adversely affect us or reflect negatively on us, any of our goodwill, name or reputation; (xiii) provide any false or misleading information or any information that you do not have the right to provide; or (xiv) otherwise violate any of our published rules, policies, or guidelines.

THIRD PARTIES

The Platform may contain links to websites owned or operated by third parties. We do not control or endorse such parties, websites, products or services, and we are not responsible for their content, nor are we responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites or materials. We are not responsible for the accuracy or reliability of Your Data or any information provided by third parties and will not be liable for any causes of action (including slander, libel, or invasion of privacy) relating thereto.

IMPORTANT DISCLOSURES

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK AND THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE PLATFORM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THE OUTPUT WILL BE COMPLETE OR ACCURATE. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY ELECTRONIC NETWORK OR LINES, SERVERS, SOFTWARE, OR FAILURE OF TRANSMISSION AS A RESULT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE PLATFORM, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON'S COMPUTER RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE PLATFORM. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE PLATFORM OR OUTPUT. SOME STATES DO NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS ON WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NEITHER WE NOR OUR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THE PLATFORM, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE). TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NEITHER WE NOR OUR LICENSORS WILL BE LIABLE TO YOU FOR AN AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY YOU TO US OR THE APPLICABLE AUTHORIZED PARTNER FOR YOUR PLATFORM SUBSCRIPTION IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY FOR DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. YOUR SOLE REMEDY IF YOU ARE DISSATISFIED WITH THE PLATFORM IS TO DISCONTINUE YOUR USE THEREOF.

RELEASE AND INDEMNITY

You will release, defend, indemnify, and hold us, our past, present, and future affiliates, licensors, licensees, marketing partners, and suppliers, together with their respective officers, directors, employees, and agents, harmless from and against any damages, losses, claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from your use of the Platform, Your Data, your violation of these Terms, or any claims arising from transactions or relationships between you and other users of the Platform. We may opt to defend such claims at our sole discretion, in which case you will indemnify us for the costs of such defense. California residents hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

We will indemnify, defend, and hold you harmless from and against any third-party claims alleging that the Platform infringes any third party's IP Rights. We will have no obligation for any claims arising out of: (a) misuse or modification of the Platform, including any violation of these Terms or the applicable Order; (b) combination of the Platform with any components not provided by us or our service providers or agents; or (c) Your Data or our conformance with your specific requirements or instructions. If a third-party claim of infringement is threatened or occurs, we may seek to mitigate damages by modifying the Platform to be non-infringing, obtaining a license for you to use the Platform, or (if neither of the foregoing are commercially feasible) terminating your subscription and refunding you any unused, prepaid fees. The provisions of this paragraph set forth our exclusive liability, and your exclusive remedy, for any third-party claims of infringement.

SUSPENSION AND TERMINATION

We may suspend your account if (a) we suspect that there has been any misuse of the Platform or breach of these Terms; (b) you fail to pay any amounts due to us or an Authorized Partner when due; or (c) we otherwise determine in good faith that such a suspension is necessary to protect the integrity and security of the Platform. We will use commercially reasonable efforts to promptly restore access once the underlying issue has been satisfactorily resolved. Your obligation to pay subscription fees will not be affected by any suspension in accordance with this paragraph.

We may terminate your access to the Platform, and any Orders between you and us, if you materially breach these Terms and do not cure such breach within 30 days of receiving notice thereof. For any Order entered directly between you and us, you may terminate such Order if we materially breach such Order and do not cure such breach within 30 days of receiving written notice thereof. For any Order entered into between you and an Authorized Partner, your termination rights (and those of the Authorized Partner) will be as set out in the applicable agreement between you and the Authorized Partner.

Termination will not relieve either party from any obligations incurred or arising prior to such termination, and those sections of these Terms which are by their nature intended to survive termination (including, without limitation, the disclaimers, limitation of liability, indemnity, and general clauses) will so survive. Unless otherwise agreed in writing, after the Term we will delete any copies of Your Data stored on the Platform in accordance with our standard data retention and deletion policies (and subject to any legal retention requirements).

DISPUTE RESOLUTION; WAIVER OF JURY TRIAL AND CLASS ACTION

These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

The parties consent and submit to the exclusive jurisdiction of the state and federal courts in New York, NY to resolve any disputes arising out of these Terms or the Platform. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any dispute hereunder will be entitled to recover its reasonable attorney's fees and costs.

THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS ACTION PROCEEDINGS.

GENERAL PROVISIONS

Neither party shall export, directly or indirectly, any technical data acquired from the other party hereunder (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

We will not be responsible or liable for any delays or failures to perform due to causes beyond our reasonable control, which may include natural disasters, terrorist attacks, criminal activity, failure of internet or communications networks, health emergencies including pandemics or similar serious outbreaks of disease, or other force majeure events.

You may not assign these Terms or these rights and obligations without our prior written consent; any purported assignment in violation of these Terms will be null and void. If any provision of these Terms is determined to be void or unenforceable in whole or in part, the remaining provisions of these Terms will not be affected thereby and will remain in force and effect.

We may provide notice to you by email or regular mail at the address listed in your account profile, or through messages displayed or sent via the Platform. You may provide notice to us as follows: Eigen Technologies Ltd, Attn: Legal Department, 86 Fetter Lane, London, UK EC4A 1EN, legal@eigentech.com.

These Terms and any policies referenced herein constitute the entire agreement between the parties regarding the subject matter thereof and supersede any prior or contemporaneous agreements with regards to such subject matter. A party's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.