

CruzAI Purchase and License Agreement

IMPORTANT — READ THIS AGREEMENT BEFORE USING OR ACCESSING ANY CRUZAI PRODUCTS.

YOU WILL HAVE NO RIGHT TO USE OR ACCESS ANY CRUZAI PRODUCTS UNLESS YOU: (I) RECEIVED SUCH PRODUCTS FROM AN APPROVED SOURCE; AND (II) CONSENT TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, WHICH CONSENT IS EVIDENCED BY: (1) CLICKING A BOX INDICATING ACCEPTANCE; (2) USING OR ACCESSING CRUZAI PRODUCTS; OR (3) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT, IN WHICH CASE "COMPANY" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OR ACCESS CRUZAI PRODUCTS.

This CruzAI Purchase and License Agreement (the "**Agreement**" or "**CPLA**") is entered into between CruzAI (as defined below) and the party accepting these terms ("**Company**") (each a "**Party**", collectively the "**Parties**"), and consists of the General Terms and Conditions, Schedule(s), Glossary, and other documentation incorporated into this Agreement.

General Terms and Conditions

1. Scope

These General Terms and Conditions ("**GTC**") establish the terms and conditions for the purchase, use, access, or license of CruzAI Products by Company during the Agreement Term (as defined below).

2. Precedence

In the event of any conflict, the order of precedence is, as applicable: (i) GTC and the Glossary; (ii) Schedule(s); (iii) Program Terms; (iv) Policies; and (v) Descriptive Content.

Notwithstanding the above, the Parties may agree that a document prevails and takes precedence over any document ranked higher in the above order. In such case, such document will explicitly reference the provision it modifies and will identify the revised order of precedence.

3. Term

This Agreement is effective from the date of the last signature or when it is accepted by Company online (the "**Effective Date**") and will have an initial term of twelve (12) months immediately following the Effective Date ("**Initial Term**"). After the Initial Term, this Agreement will automatically renew for successive one-year terms (each, a "**Renewal Term**") (collectively, the "**Agreement Term**"), unless either Party gives no less than ninety (90) days' written notice that the Agreement will terminate at the end of the then-current term.

4. Transactional Terms

Where Company purchases or licenses CruzAI Products directly from CruzAI, Company will comply with the following terms:

(a) Payment. All payments due must be made net thirty (30) days from the date of the invoice. CruzAI may require other payment arrangements or financial information as part of any required credit check. CruzAI reserves the right to alter payment terms, offset amounts owed to Company by amounts due to CruzAI, or suspend credit if Company's financial condition or payment record warrants it. Unless stated in writing or prohibited by law, payments will be made in U.S. dollars. Accounts past due are subject to a monthly charge of the lesser of 1.5% or the highest lawful rate.

(b) Ordering. Company must request a Quote from CruzAI and subsequently issue a Purchase Order that references such Quote. Purchase Orders must conform to the requirements available on Contract Resources and are subject to acceptance by CruzAI. Any terms contained in a Purchase Order do not apply.

(c) Pricing. The purchase price for CruzAI Products is outlined in CruzAI's then-current price list effective at the time the Purchase Order is accepted by CruzAI.

(d) Cancellations. Insofar as permitted by law, Purchase Orders are non-cancellable.

(e) Delivery. CruzAI will deliver: (i) Software, when it is made available for download; (ii) Cloud Services, when it is made available for Use; (iii) SDD-Based Services, on issuance of an activation notice; and (iv) SOW-Based Services, as specified in the applicable SOW.

(f) Taxes. All prices payable are exclusive of Taxes. Company must pay or reimburse CruzAI for all Taxes. If applicable, valid exemption documentation will be provided prior to invoicing. If required to withhold Taxes, then Company will provide required receipts to validate payment of Taxes to the applicable tax authorities. Company will: (i) assist in any audit or tax proceeding related to this Agreement; and (ii) indemnify, defend, and otherwise pay for all costs and damages incurred by CruzAI as a result of Company's non-compliance or delay with its responsibilities in this Section 4(f).

5. Company Affiliates

If authorized by both Parties in writing, each Affiliate of Company is deemed to be a Party to this Agreement and Company guarantees the payment and performance of each Affiliate.

6. Confidentiality

(a) Scope. "Confidential Information" means all information disclosed, directly or indirectly, by either Party to the other Party (the "**Receiving Party**") and labeled or verbally disclosed as confidential or which by its nature should reasonably be considered confidential. Confidential Information does not include Processed Data and does not include information that is: (i) already, or becomes generally, known through no fault of the Receiving Party; (ii) furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iii) independently developed by the Receiving Party.

(b) Protection. The Receiving Party will use a reasonable degree of care to protect Confidential Information from unauthorized disclosure. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement and who have a duty of confidentiality substantially similar to this Section; or (ii) to the extent required by law, provided the Receiving Party, if legally permissible, gives sufficient prior written notice to the disclosing Party.

(c) Injunctive Relief. In the event of a threatened or actual breach of this Section, the non-breaching Party will be entitled to seek immediate injunctive or other equitable relief.

7. Intellectual Property

Subject to the express rights and licenses granted in this Agreement, Company acknowledges and agrees that: (i) all intellectual property rights in or to the CruzAI Products are the sole and exclusive property of CruzAI or its licensors; (ii) it will not acquire any ownership interest in any such intellectual property rights under this Agreement; and (iii) if it acquires any intellectual property rights in or relating to any CruzAI Solution sold or licensed under this Agreement (including any rights in any related derivative works or patent improvements), by operation of Law or otherwise, such rights are deemed and are irrevocably assigned to CruzAI, without further action by either Party.

8. Intellectual Property Indemnity

(a) Obligations. CruzAI will defend any third-party claim brought against Company alleging that the CruzAI Products sold or licensed to Company under this Agreement infringes such third-party's patent, copyright, or trademark ("**IP Claims**"), and will pay damages awarded in a final judgement against Company or agreed to in a written settlement approved by CruzAI to the extent attributable to such IP Claim; provided the Company promptly, but in no event later than thirty (30) days of becoming aware of such IP Claim: (i) notifies CruzAI in writing of such claim; (ii) gives CruzAI complete control of the defense and settlement of such IP Claim; and (iii) at Company's expense, reasonably cooperates with CruzAI's requests for assistance with the defense of such IP Claim. CruzAI will not be obligated or responsible for any settlement entered into or damages arising from admissions by Company without CruzAI's advance written approval.

(b) Remedy. Should any CruzAI Products become, or in CruzAI's opinion are likely to become, the subject of an IP Claim, CruzAI, at its option and expense, may either: (i) obtain for Company the right to continue using the CruzAI Products; or (ii) replace or modify the CruzAI Solution to make it non-infringing. If neither of the foregoing alternatives is commercially reasonable, then CruzAI may provide a refund based on: (i) the purchase price as depreciated on a five-year straight-line basis for Hardware and Software (Perpetual Licenses); and (ii) prepaid fees prorated for the remaining portion of the License Term for Cloud Services and Software (Subscription Licenses).

(c) Exclusions. CruzAI has no obligation regarding any IP Claim based on: (i) the combination, operation or use of CruzAI Products with any non-CruzAI hardware, software or service; (ii) the alteration or modification of the CruzAI Products by a party other than CruzAI or its authorized representative; (iii) any specifications, designs or instructions provided to CruzAI by or on behalf of Company; (iv) the Company's failure to promptly implement an Update or modification to the CruzAI Products; or (vi) the use of the CruzAI Products in a manner other than which it was designed for or in a manner other than as specified by CruzAI.

THE FOREGOING TERMS STATE CRUZAI'S ENTIRE LIABILITY AND COMPANY'S SOLE REMEDY FOR THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

9. Limitation of Liability

NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING LOST PROFITS, LOSS OF BUSINESS, DATA, OR USE, OR COST OF PROCURING SUBSTITUTE GOODS, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S (INCLUDING THEIR AFFILIATES') AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY COMPANY FOR THE CRUZAI SOLUTION GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM IN QUESTION. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT AND DOES NOT APPLY TO LIABILITY ARISING FROM: (I) DEATH OR BODILY INJURY; (II) BREACH OF SECTION 6 (CONFIDENTIALITY); (III) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IF ANY; AND (V) MATTERS THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS.

10. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CRUZAI (ON BEHALF OF ITSELF, ITS LICENSORS, AND ITS AND THEIR RESPECTIVE AFFILIATES) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ALL IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES: (I) THAT THE CRUZAI PRODUCTS MEET COMPANY'S REQUIREMENTS; (II) THAT THE USE OF THE CRUZAI PRODUCTS WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE; OR (III) OTHERWISE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

11. Termination

(a) Suspension. CruzAI may suspend access to or use of Cloud Services, Software, or Services if: (i) it reasonably believes that Company's use is likely to cause harm to CruzAI or a third party; (ii) Company defaults on its payment obligations; or (iii) if the provision of Cloud Services, Software or Services as currently offered becomes prohibited by applicable Law.

(b) Termination for Breach. If either Party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, then the non-breaching Party will have the right to terminate this Agreement at any time. Upon termination, Company must stop using the Software, Services, and Cloud Services and each Party must return or destroy any Confidential Information of the other Party (other than information that must be retained by Law). The non-breaching Party will be entitled to the following: (i) in the case of CruzAI, all such sums as are due for the delivered or rendered CruzAI Products up to the date of termination; and (ii) in the case of Company, a refund for the prorated portion of prepaid fees beyond the date of termination.

(c) Survival. Sections 4 (Transactional Terms), 6 (Confidentiality), 7 (Intellectual Property), 9 (Limitation of Liability), 10 (Warranty Disclaimer), 11 (Termination), and 12 (Miscellaneous) survive termination of this Agreement.

12. Miscellaneous

(a) Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods. For any disputes arising out of or relating to this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

(b) Compliance with Laws, Policies, and Program Terms. Each Party will comply with all applicable Laws, Policies, and Program Terms.

(c) Export. CruzAI Products are subject to U.S. and local export control and sanctions Laws. Company acknowledges and agrees to the applicability of and compliance with those Laws, and Company will not receive, use, transfer, export or re-export any CruzAI Products in a way that would cause CruzAI to violate those Laws. Company also agrees to obtain any required licenses or authorizations.

(d) Force Majeure. Except for Company's payment obligations, neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control.

(e) Assignment. Neither Party may assign or transfer this Agreement or any obligation without the prior written consent of the other Party. Any prohibited assignment will be void. Once validly assigned, this Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

(f) Notices. Any notices related to this Agreement must be in writing and sent by regular mail or email, in the case of: (i) CruzAI, to legal@cruzai.net; and (ii) Company, to the address provided in Onboarding Information.

(g) Audit. Company will maintain accurate and legible records for a period of three years after the termination or expiration of the Agreement, and will grant CruzAI, or its independent auditor, reasonable access to and copies of, any information reasonably requested to verify compliance with the terms of this Agreement.

(h) Severability; Remedies; Waiver. If any one or more provisions in this Agreement are held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. Except as otherwise expressly provided, the remedies are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement will not constitute a waiver of any future enforcement of that or any other provision of this Agreement.

(i) No Third-Party Beneficiaries. Company acknowledges that the benefits of the rights granted to, and entitlements received by, it under this Agreement are strictly for itself, and for its Affiliates, as the case may be.

(j) Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties and supersedes all previous, concurrent communications and understandings, whether oral or written, between the Parties with respect to its subject matter. All amendments to this Agreement must be mutually agreed to in writing.

(k) Translation. Where CruzAI provides language translations of this Agreement, those translations are provided for informational purposes only and the Parties agree that the English version of this Agreement will prevail.

(l) Administrative Convenience. CruzAI, Inc. confirms it is the parent company to its Affiliates and has the authority to sign on behalf of any or all of its Affiliates who are, or may become, a Party to this Agreement.