



## End User License Agreement

READ CAREFULLY THIS END USER LICENSE AGREEMENT, AS IT, TOGETHER WITH THE EXHIBITS AND THE ORDER FORM ON WHICH IT IS REFERENCED, CONSTITUTE A LEGALLY BINDING AGREEMENT AND GOVERN YOUR USE OF THE SOFTWARE AND PROVISION BY QUARRIO OF THE SERVICES. BY DOWNLOADING, INSTALLING, AND/OR USING THE SOFTWARE, OR BY RECEIVING THE SERVICES, YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR RECEIVE THE SERVICES. YOUR RIGHT TO USE THE SOFTWARE AND SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT.

This End User License Agreement (the "Agreement") entered into by and between Quarrio Corporation, a company with its registered office at 1474 University Ave, #107, Berkeley, CA 94702 ("Quarrio") and the customer, identified on the Order Form, that is purchasing a Subscription to the Software and/or the Services ("You" or "Customer"), and is effective as of the date you download, or receive the Software or sign the Order Form, whichever comes first (the "Effective Date"). Quarrio and Customer are collectively referred to herein as the "Parties" and individually as a "Party".

### RECITALS

**WHEREAS**, Quarrio has developed an information retrieval platform that utilizes artificial intelligence ("AI") learning software to retrieve and display information requested from a specific data source; and

**WHEREAS**, Customer desires to license from Quarrio, the Software (as defined below) under the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. DEFINITIONS.** The following capitalized terms shall have the meanings set forth below unless otherwise defined in a relevant Section.

1.1. "Affiliate" means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company shall be considered an Affiliate for only such time as such interest or control is maintained.

1.2 "Authorized Partner" means the third-party channel partner authorized by Quarrio to resell the Software subject to the terms and conditions of this Agreement.

1.3 "AI Agent" means the core semantic artificial intelligence ("AI") engine and corresponding applications that determine the contextual understanding of the question and returns the answer to the Authorized User.

1.4 "Customer Data" means any and all information or data which Customer inputs in the Software excluding any system or Usage Data.

1.5 "Documentation" means the technical specifications, manuals and materials made available to the Customer relating to the use of the applicable Software.



- 1.6 “Output” means the AI generated results or responses to the AI Agent queries.
- 1.7 “Order Form” or “Order” means an ordering document that identifies the commercial terms of the purchase (i.e. the applicable License Types, the Subscription Term, and any pricing and payment terms relating to the same).
- 1.8 “Professional Services” means the implementation, configuration, training and other consulting services provided by Quarrio for the Software as further described under the applicable Statement of Work.
- 1.9 “License Types” means the type of user license and the corresponding usage rights or limitations applicable to the Software, as set out in the Order Form.
- 1.10 “Services” means collectively the Support Services and Professional Services.
- 1.11 “Software” means the proprietary software licensed by Quarrio, including the AI Agent and all Updates thereto.
- 1.12 “Subscription” means the term license to the Software and Support Services provided during the Subscription Term.
- 1.13 “Subscription Term” means the period of time the license is granted with respect to the Software as set forth in the applicable Order Form.
- 1.14 “Support Services” means the technical support provided by Quarrio relating to the Software as set out under Exhibit A, Support Service Terms, attached hereto.
- 1.15 “Updates” means a new major or minor release, error corrections, or bug fixes to the Software that are made generally available by Quarrio as further described in Exhibit A, Support Service Terms.
- 1.16 “Authorized User” means those uniquely identified individuals for which Customer has purchased a license to use the Software as set forth in the applicable Order Form.

## **2. LICENSE, RESTRICTIONS.**

**2.1 Grant.** Subject to the terms of this Agreement, Quarrio hereby grants Customer a limited, non-exclusive, world-wide, personal, non-transferable (except as provided herein), non-sublicensable right during the applicable Subscription Term to install, implement and use the Software in Customer's own environment on computers owned or controlled by Customer for Customer's own internal business purposes, and subject to the License Types set out in the applicable Order Form. Customer may make a reasonable number of copies of the Software for backup and/or archival purposes only.

**2.2 Restrictions.** Customer agrees that it will not (and will not permit any third party) to directly or indirectly: (a) resell, rent, lease, loan, or otherwise distribute, transfer or make available the Software or any part thereof to any third party; (b) modify, adapt, alter, translate, or create derivative works of the Software; (c) reverse engineer, decompile, decode, or disassemble the Software or any part thereof; (d) misrepresent the source or ownership of the Software or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Software; (e) exceed the number of Authorized User licenses purchased under the applicable Order Form from Quarrio or its Authorized Partner; or (f) use or permit the Software to be used for service bureau, software-as-a-service (SaaS) or time sharing purposes. The Software shall be kept and used in conformance with the intended purposes and application hereunder to which both parties have agreed. Customer may permit third party contractors performing services on



Customer's behalf to use the Software and Documentation in accordance with the terms and conditions of this Agreement provided that; (i) such use must be solely for the benefit of Customer; and (ii) Customer shall be responsible for all acts and omissions of such contractors in breach of this Agreement.

**2.3 Notice to Customer.** There will be no processing of Customer Data under this Agreement. Quarrio does not require, nor will Customer transmit, any Customer Data to Quarrio in the performance of this Agreement. Customer understands the following limitations of the AI Agent: (a) Customer should not rely on factual assertions in Outputs without independently fact checking their accuracy. Outputs that appear accurate because of their detail or specificity may still contain material inaccuracies; (b) the AI Agent may not access the most current or complete information, this is dependent upon the accuracy and updates to information from the data source from which the AI Agent pulls the query; and (c) Outputs may not account for events or changes to underlying facts occurring after a data retrieval or query is launched.

**2.4 Evaluation Software.** The following terms will apply to any pre-release versions, beta, evaluation or proof of concept or trials of Quarrio's proprietary software ("**Evaluation Software**") provided to Customer on a no charge or evaluation basis: (i) except as provided herein, the Evaluation Software will be deemed "Software" under this Agreement; (ii) the license to use the Evaluation Software will terminate at the end of the evaluation period identified by Quarrio or Quarrio's Authorized Partner (or if no period is identified then in 30 days from delivery of the Evaluation Software); (iii) use of the Evaluation Software by Customer or Customer's Authorized Users will be solely for the limited purpose of evaluating the relevant Evaluation Software to determine whether Customer desires to purchase a non-evaluation version of such software; (iv) the Evaluation Software is provided "As Is" without any warranty or support of any kind, express or implied; and (v) Quarrio and/or its Authorized Partner may at any time terminate Customer's license to such Evaluation Software by written notice to Customer and require Customer to promptly return the Evaluation Software and remove all copies of the Evaluation Software from its systems. Where the Evaluation Software includes any beta or pre-release versions, Quarrio will be under no obligation to release a commercial version. IN NO EVENT WILL QUARRIO BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE EVALUATION SOFTWARE UNDER THIS AGREEMENT.

### **3. FEES AND PAYMENT.**

**3.1 Fees.** In consideration for the license rights granted under this Agreement, Customer agrees to pay Quarrio or its Authorized Partner, as applicable, the fees set forth in the Order Form (or applicable ordering document if purchased through an Authorized Partner). All fees in connection with this Agreement (the "**Fees**") are set forth in the Order Form or any related Statements of Work and are non-refundable except as expressly provided in this Agreement. Customer will pay the Quarrio invoices within net 30 days after the effective date of the relevant Order, unless other payment terms are agreed to in the Order. All amounts are payable in U.S. Dollars and all Fees outlined in the Order or Statements of Work are exclusive of all taxes, duties, shipping fees, and similar amounts, all of which are Customer's responsibility (excluding taxes based on Quarrio or its Authorized Partner's income). Late payments for any undisputed invoices will accrue interest at a rate of 1.5% per month or the legal maximum, whichever is lower.

**3.2 Additional Orders.** At any time during the Term, if Customer desires to: (i) increase the relevant Authorized Users; (ii) extend a Subscription Term; or (iii) purchase a different level of Support Services, then Customer will notify Quarrio (or the Authorized Partner) and execute an additional Order Form.

**3.3 Purchases through Authorized Partners.** In the event Customer purchases licenses to the Software through an Authorized Partner of Quarrio, the terms and conditions of this Agreement shall apply and supersede any other agreement terms and conditions except for any terms and conditions



related to pricing, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such Authorized Partner. In the event Customer ceases to pay any undisputed amounts to the Authorized Partner, or terminates its agreement with the Authorized Partner, Quarrio shall have the right to terminate Customer's Subscription license to the Software and Customer will immediately cease any and all use of the Software and return or delete all copies and instances of Software to Quarrio and, upon Quarrio's request, certify such return and deletion.

**3.4 Self Reporting.** Customer shall keep accurate records regarding its compliance with the terms and conditions of this Agreement. Quarrio may request, not more than once per year, that Customer provide written verification of Customer's compliance with applicable license terms and restrictions under this Agreement ("Verification Report"). Such Verification Report must be signed by a Customer representative (*e.g. Director-level or above*), attesting to its compliance with the terms of this Agreement, specifically, Customer's compliance with the Software use restrictions and confirmation that Customer has paid the applicable license fees. In addition, Customer shall further certify that the Verification Report is accurate. Customer shall provide Quarrio with the Verification Report within fifteen (15) days following such request. This Section 3.4 shall survive for a period of one (1) year from the termination or expiration of this Agreement. Quarrio and/or its Authorized Partners may invoice Customer if it learns that the actual usage is above the purchased usage. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional usage will be based on the then-current pricing charged to the Customer in the relevant Order and fees will be charged for the balance of the term so that the licenses may be coterminous with the existing licenses.

#### **4. TERM; TERMINATION**

This Agreement shall be effective as of the Effective Date and unless earlier terminated in accordance with this Agreement, shall continue in full force until the expiration of the applicable Subscription Term (the "**Term**"). Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of any material breach by such other party, unless such breach is cured during such notice period. In the event of any early termination by Customer for Quarrio's material breach, Quarrio will promptly refund a prorated portion of Customer's Fees paid for the current Subscription Term based on the number of days remaining in the Subscription Term. If Customer is in default of making payments to Quarrio for any undisputed amounts, then Quarrio may, without prejudice to other remedies available at law, suspend access to the applicable Subscriptions or Services or terminate the applicable license Subscription. Upon the termination of this Agreement for any reason, Customer will immediately cease any and all use of the Software and promptly return or delete all copies and instances of Software and any components thereof and, upon Quarrio's request, certify such return and deletion. Sections 2.2, 3, 4, 6.1 and 7 through 12 will survive any expiration or termination of this Agreement, together with together with any payment obligations accruing hereunder prior to the expiration or termination of this Agreement.

#### **5. CHANGES; FEEDBACK**

**5.1 Changes.** Quarrio reserves the right, in its sole discretion, to update or modify the Software or Support Services for any reason, including to comply with applicable law or to improve the performance and features of the Software or Support Services, provided that no such update or modification shall materially degrade the functionality of the Software or Support Services during Customer's applicable Subscription Term. Quarrio will provide notice to Customer regarding the availability of updated versions of the Software that are made generally available. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that Quarrio shall have a right to use and disclose data relating to the operation, support and/or use of the Software ("**Usage Data**") for its legitimate business purposes, such as product improvement and development, provided such Usage Data does not identify Customer.



**5.2 Feedback.** Customer may choose to, but is not required to, provide suggestions, data, feedback and other information regarding possible improvements in the functionality or use of the Software or Support Services (“Feedback”). Customer acknowledges and agrees that Quarrio will be entitled to use, commercialize or disclose, in its sole discretion, such Feedback for any purpose, in any way or manner without any compensation or reimbursement of any kind to Customer for such use.

## **6. PROFESSIONAL SERVICES, SUPPORT.**

**6.1 Services.** Subject to the payment of additional fees, Customer may request Quarrio to provide consulting services with respect to the installation of the Software or use of the AI Agents. The fees and the scope of such Professional Services shall be set out under a statement of work (“**SOW**” or “**Statement of Work**”) as agreed between the Parties. A form Statement of Work is attached hereto under **Exhibit B** (Statement of Work Template). Professional Services will be delivered subject to the terms and conditions of this Agreement and the applicable SOW or Order. Customer may use anything delivered as part of the Professional Services in support of its use of the Software during the Subscription Term, but Quarrio will retain all right, title and interest in and to any such work product, code and deliverables and any derivative, enhancement or modification thereof created by or on behalf of Quarrio (“**Work Product**”). Quarrio hereby grants Customer a license to such Work Product under the same terms and conditions as Customer’s license to the Software under this Agreement. Nothing in this Agreement shall be deemed to prohibit Quarrio from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing the Professional Services. Any materials and associated intellectual property rights developed by a Party prior to or outside of the scope of the Professional Services set forth in a Statement of Work, shall be, as between the parties, owned by the developing party (“**Pre-Existing Works**”). Notwithstanding anything to the contrary in this Agreement or any SOW (and without limiting Quarrio’s obligations in this Agreement with respect to Customer’s Confidential Information), Quarrio has no, and will not obtain any, ownership rights in or to any content, data, materials, or other information provided or created by Customer in relation to the Professional Services. As between Customer and Quarrio, all such information will remain the sole and exclusive property of Customer.

**6.2 Customer Obligations.** Customer agrees to provide Quarrio with such cooperation, materials, information, access and support which Quarrio deems to be reasonably required to allow Quarrio to successfully provide the Professional Services. Quarrio will not be liable for a delay caused by Customer’s failure to provide Quarrio with the information, materials, consents, or access to Customer facilities, networks, or systems required for Quarrio to perform the Professional Services.

**6.3 Performance.** Quarrio will provide the Customer with the Professional Services purchased, if any, in a competent, professional and workman like manner in accordance with applicable industry standards. Quarrio will use personnel with the requisite skills, experience, and qualifications to perform Professional Services. Quarrio is performing the Professional Services as an independent contractor, not as an employee, agent, joint venturer or partner of Customer. Quarrio acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that the Customer makes available to its employees.

**6.4 No Personal Data.** Customer understands and acknowledges that Quarrio does not need to receive or have access to any Personal Data to perform the Professional Services. Customer will not provide Quarrio with access to Personal Data unless the parties have agreed under a scope of work, including any additional terms applicable to data security for such Personal Data.

**6.5 Referrals.** Quarrio may refer Customer to an Authorized Partner to deliver certain professional services, such as installation, configuration, consulting, and training, in connection with the Software. If Customer chooses to procure professional services from an Authorized Partner in relation to the





Software, Customer acknowledges and agrees that Quarrio shall have no responsibility or liability for the performance of such services by such Authorized Partner, or for any defect or failure of the Software caused by such services.

**6.6 Support Services.** Subject to the payment of the applicable fees (if any) Quarrio shall provide Customer the applicable level of Support Services detailed in the Order Form and in accordance with **Exhibit A**, Support Service Terms.

## 7. CONFIDENTIALITY

7.1 **“Confidential Information”** shall mean all information, data or other materials disclosed or made available by or on behalf of a party (the **“Disclosing Party”**) to the other party (the **“Receiving Party”**), regardless of the manner, medium or form in which it is communicated or maintained, and regardless of whether the same is owned by the Disclosing Party; Quarrio Confidential Information specifically includes information concerning or related to the Software, or any part thereof, including any source code and documentation. Confidential Information shall not include information that: (i) can be clearly demonstrated to be generally known or available to the public prior to the Effective Date, or becomes so after the Effective Date through no act or omission on the Receiving Party; (ii) was in the possession of or rightfully known by the Receiving Party on a non-confidential basis prior to its disclosure under this Agreement, or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, as evidenced by the Receiving Party’s written records, provided that the source of such information was not bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to any person with respect to such material; or (iii) is independently developed by the Receiving Party without reference or access to the Disclosing Party’s Confidential Information, in each case as evidenced by the Disclosing Party’s written records. Both Parties agree to (i) use the other party’s Confidential Information only to the extent necessary to exercise its rights and/or to fulfill its obligations under this Agreement; (ii) hold the other party’s Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with receiving party’s protection of its own confidential information but not less than reasonable care, and (iii) not disclose the other party’s Confidential Information except for disclosures to employees, agents, auditors and representatives (“Representatives”) who have a bona fide need to know the Confidential Information and who have entered into written confidentiality obligations no less stringent than those contained in this Agreement. Both parties agree that any unauthorized disclosure of the other party’s Confidential Information would cause the other irreparable harm, and that in the event of any breach or threatened breach of this Section 6, the other party shall be entitled to seek equitable relief (including without limitation specific performance or injunctive relief) in addition to any other remedy available to us at law or in equity, without the necessity of proof of actual damage or loss, without bond, in any court of competent jurisdiction. The exercise by a party of any right or remedy available under this Section shall not preclude such party from exercising any other right or remedy to which it is entitled in law, equity or otherwise. Each party shall be responsible for any breach of confidentiality obligations hereunder by such party’s Representatives.

7.2 In the event a party receives a request or demand to disclose all or any part of the other party’s Confidential Information pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction, then (unless prohibited by applicable law), the receiving party will make reasonable efforts to promptly notify the disclosing party in writing of such subpoena or order and enclose a copy therewith, so that the disclosing party may seek a protective order or other appropriate relief. The receiving party agrees to reasonably cooperate with the disclosing party in connection with the disclosing party’s efforts to obtain such protective order or relief. If the disclosing party is unable to obtain such protective order or relief, the receiving party may disclose the Confidential Information pursuant to the subpoena or order without liability under this Agreement, provided the receiving party shall (i) disclose



only that portion of the Confidential Information that, in the guidance of the receiving party's counsel, is legally required to be disclosed, and (ii) use commercially reasonable efforts to obtain assurance that such Confidential Information will continue to be treated as confidential.

7.3 Upon the written request of a Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy all or any part of the Disclosing Party's Confidential Information and if requested in writing by Disclosing Party, provide certification that the Confidential Information specified in the request has been returned or destroyed. Notwithstanding the foregoing, the receiving party shall be permitted to retain the Disclosing Party's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by applicable law) or to the extent necessary to comply with applicable legal and regulatory requirements.

7.4 Technical Security Measures. Quarrio will use reasonable, industry standard administrative, technical and physical measures to maintain the security of all Confidential Information provided under this Agreement.

## **8. OWNERSHIP.**

Quarrio shall own and retain all right, title, and interest in and to the Software, including all intellectual property rights contained therein and any modifications, derivative works or enhancements to the foregoing. The Software is licensed not sold. Customer shall not remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Software, or any copies thereof. Except for the express licenses granted in Section 2.1, no other licenses are granted by Quarrio hereunder whether by implication, estoppel or otherwise, and Quarrio hereby reserves all rights not expressly granted herein.

## **9. WARRANTY DISCLAIMER.**

### **DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. QUARRIO DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, QUARRIO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING INDEMNIFICATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM QUARRIO OR THROUGH OR FROM THE SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **10. IP INDEMNIFICATION.**

10.1 Quarrio will defend Customer and its respective officers, directors and employees ("**Customer Indemnitees**") from and against any third party claims, suits, or proceedings brought against Customer to the extent based on an allegation that the Software infringes any US copyright or US trademark or makes intentional or unlawful use of such party's trade secret and shall indemnify Customer Indemnitees from and against all damages and costs (including reasonable attorney fees) finally awarded to such third party by a court of competent jurisdiction or pay any settlement agreed to by Quarrio resulting from such claim. Quarrio's obligations under this Section are conditioned upon Customer: (a) promptly notifying Quarrio of any such claim or threatened claim after becoming aware of the claim or threat; (b) giving Quarrio sole control of the defense, negotiations and settlement of such claim; and (c) cooperating and assisting Quarrio, at Quarrio's reasonable request and expense, in such defense. Customer's counsel will have the right to participate in the defense of an infringement claim, at Customer's own expense. Customer will



not, without the prior written consent of Quarrio, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened infringement claim.

**10.2 Remedies.** If during the Subscription Term, the Customer's rights to use the Software are, or in Quarrio's reasonable opinion is likely to become, the subject of an infringement claim, Quarrio may, at its expense and option: (a) obtain the right for Customer to continue to use the Software; (b) modify the Software so that it becomes non-infringing but is substantially functionally equivalent; or (c) in the event that neither (a) or (b) are commercially reasonable options, terminate Customer's license to use the Software and promptly refund to Customer any pre-paid, but unused fees paid by Customer for the Subscription of the Software that was subject of such infringement claim.

**10.3 Exclusions.** Quarrio shall have no obligation to indemnify Customer pursuant to this Section based upon any of the following: (a) combination of the Software with products or software not furnished by Quarrio where, but for the combination, the claim would have been avoided; (b) any modification of the Software not made by or for Quarrio; (c) negligence, abuse, misapplication, or misuse of the Software by or on behalf of Customer or its Authorized Users; (d) Customer's failure to use Upgrades made available by Quarrio that would have avoided the infringement claim; and (e) compliance by Quarrio with Customer's requirements or specifications, if and to the extent such compliance with Customer's requirements or specifications resulted in the infringement.

**10.4** THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND QUARRIO'S COMPLETE AND ENTIRE RESPONSIBILITY AND LIABILITY WITH RESPECT TO INFRINGEMENT OR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## **11. LIMITATION OF LIABILITY.**

**11.1 Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING FROM THE SOFTWARE OR SERVICES DELIVERED UNDER OR RELATED TO THIS AGREEMENT, UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

**11.2 Damages Cap.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE SOFTWARE AND SERVICES (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER TO QUARRIO OR IT'S AUTHORIZED PARTNER UNDER THE RELEVANT ORDER, IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**11.3 Exclusions.** THE FOREGOING LIMITATIONS SET FORTH IN SECTIONS 11.1 and 11.2 SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY VIOLATION OF A PARTY'S PROPRIETARY RIGHTS (INCLUDING A VIOLATION OF ANY LICENSE OR LICENSE RESTRICTIONS SET OUT IN THIS AGREEMENT), OR ANY VIOLATION OF SECTION 7 (CONFIDENTIALITY).





## 12. GENERAL

**12.1 Relationship of the Parties.** The parties acknowledge and agree that they are operating as independent contractors and not as partners, agents or joint venturers. Neither party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so. Quarrio reserves the right to provide the Software to other companies, partners, or individuals, in its sole discretion.

**12.2 Marketing and Promotional Use.** Customer agrees to allow Quarrio to display Customer logo on its website and promotional materials, and to work with Quarrio on a mutually acceptable press release describing Customer's licensing of Quarrio's Software. The parties agree that no specific details of the commercial relationship between the parties will be shared without prior mutual consent.

**12.3 Assignment.** Neither party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other party of which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to: (i) any entity which controls, or is controlled by, or is under common control with the assigning party; (ii) any entity resulting from any merger or consolidation with the assigning party; or (iii) any person or entity that acquires a business unit or substantially all of the assets of the assigning party; as long as such party is not in direct competition with the other.

**12.4 Force Majeure.** Customer understands and agrees that Quarrio will not be liable for any delay or failure to perform hereunder due to circumstances beyond its reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving Quarrio's employees), Internet or other service disruptions involving hardware, software or power systems not within Quarrio's possession or reasonable control, and denial of service attacks.

**12.5 Governing Law; Venue.** This Agreement will be exclusively governed by and construed in accordance with the laws of the State of California, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement will be the State and Federal courts in San Francisco, California. The United Nations Convention on contracts for the International Sales of Goods does not apply to this Agreement.

**12.6 Waiver and Severability.** No provision of this Agreement will be waived by any act, omission or knowledge of Quarrio or Quarrio's agents or employees except specifically in a writing signed by Quarrio. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

**12.7 Export.** Customer understands that the Software is subject to export control laws and regulations. Customer may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations, including United States export control laws. None of the Software or any underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities. Customer hereby agrees to the foregoing and represents and warrants to Quarrio that it will remain compliant with all applicable US export control laws and regulations.

**12.8 Notices.** All notices and other communications required or permitted hereunder must be in writing and sent to the addresses or email addresses set forth in this Agreement, the Order Form or to such address as either Party shall furnish to the other Party in writing and will be deemed to have been duly given: (a) when delivered by hand with a copy provided by another means specified in this Section:



(i) one (1) day after delivery by receipted overnight delivery; or (ii) three (3) days after being posted by certified or registered post, proof of postage requested, with postage prepaid to the Party at the address set forth in this Agreement, or (b) where delivered by email, at the time of receipt. The Parties agree that notice via email is not valid for notices related to legal proceedings and that this Section is subject to any specific notice requirements or timings that apply to legal proceeding notices in the applicable jurisdiction.

**12.9 Counterparts and Execution.** Unless prohibited pursuant to applicable law (in which case the necessary formalities required by such applicable law shall be followed), this Agreement may be executed in separate counterparts, including by electronic or digital signature, and by the different Parties on the same or separate counterparts. Any signed copy of this Agreement made by reliable means will be considered an original, and all signed counterparts will constitute one and the same instrument.

**12.10 Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the license of the Software, delivery of Support Services, and delivery of any Professional Services outlined in a SOW or Order (where relevant). Except as expressly provided in this Agreement, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating to the subject matter contained in this Agreement. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any purchase order, ordering document, acknowledgement, click through agreement or terms, or confirmation or other document issued or made available by Customer. Additionally, with respect to any Software licensed under this Agreement, this Agreement supersedes and cancels any “click wrap” or “click accept” or any web-based agreement incorporated into the Software or accepted by Customer in connection with the subject matter contained in this Agreement. Except as expressly provided in this Agreement, this Agreement may be amended, or any term or condition of it waived, only by a writing executed by both parties. Unless otherwise specifically set out in this Agreement, in the event of a conflict between these terms and conditions and any SOW or Order, these terms and conditions will prevail.



## Exhibit A

### Support Service Terms

This Exhibit A sets forth the Quarrio's standard support terms and conditions and provides a description of the technical support levels provided by Quarrio ("**Support Services**"). Support is offered in two support levels – Standard Support and Premium Support. Standard Support is included in your Software Subscription fee and Premium Support is subject to the payment of the applicable fees. Quarrio will provide the Support Level specified in your applicable Order. Capitalized terms not defined herein shall have their meaning set forth in the Agreement. In the event of a conflict between these Support Service Terms and the Agreement, these Support Services Terms will govern with respect to the Support Services for the Software.

1. **Definitions:** For purposes of this Exhibit A, the following definitions shall apply:

**Business Hour**: means each hour during a Business Day

**Business Day**: means the period between:

**US: 6am to 5pm Pacific Standard Time**

Monday through a Friday, excluding public U.S. holidays.

**Severity 1 incidents will be responded to within the target response time below, 24 hours per day, 7 days per week, 365 days per year.**

**Error**: means any Severity 1 error, Severity 2 error, or Severity 3 error, each as defined in the Error Severity Definition table in Section 3 below.

**Major Releases**: means generally commercially released major new releases, modifications or enhancements to the same Quarrio Software as designated by a change in the number to the left of the decimal in the version number (i.e. 2.0; 3.0). Major Releases do not include separate or different products marketed by Quarrio under a different name even if such products are compatible with the relevant Quarrio Product.

**Minor Releases**: means generally commercially released code corrections, patches, updates and minor version releases of the same Quarrio Software as designated by a change in the number to the right of the decimal in the version number (i.e. 2.1, 2.2, 2.3).

2. **Request Process and Customer Responsibilities.**

In order to utilize the Support Services, Customer must send an email to [support@Quarrio.com](mailto:support@Quarrio.com) and include the following: (i) a short description of the Error or issue being experienced, (ii) the scope of the Error (does it affect one user or multiple users); (iv) date and time the Error was experienced; (v) if possible, screen shots showing the Error and any error messages; (vi) if possible, a phone number where a technical contact of Customer can be reached. **For Severity 1 issues, Customer must include the word URGENT in the subject line of the email.**

Customer agrees to provide Quarrio with such reasonable cooperation, materials, information, access and support which Quarrio deems to be reasonably required to allow Quarrio to successfully provide the Support Services. Customer will appoint a designated contact person with the appropriate technical background and skill for service issue escalations. Quarrio will be excused from performing its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its responsibilities under this section.



**3. Error Severity Definitions.** Upon receipt of a properly submitted request for Support Services, Quarrio will respond to such requests for assistance in accordance with the Severity Levels set forth in Table 1 below (“**Severity Levels**”). The Severity Levels may be re-evaluated upon submission of a workaround or upon further discussion with Customer regarding the nature and impact of an Error.

**Table 1: Severity Levels.**

Severity Level	Description
Severity 1 - High	Critical system issues. The Error renders the Software inoperative; severely impacts, degrades or restricts the performance, functionality, reliability or use of the Software; materially impacts, degrades or restrict the performance, functionality, reliability, or use of one or more of the major functions or features of the Software; or results in a lack of functionality or intermittent failure of the Software. Moreover, either no workaround exists, or the available workaround is unacceptable due to its operational impact on Customer.
Severity 2 - Medium	Non-Critical functionality. The Error impacts or degrades the performance, functionality, reliability or use of the Software in a non-material manner, and there is a minimal impact to operations such that service delivery is not materially or immediately impacted
Severity 3 - Low	Cosmetic changes, minor errors. The reported Error has a moderate or minor impact on usage, but the Software remains functional. This category may include enhancement requests, common how-to questions, and any product issues with a viable workaround.
Severity 4 – Questions	Operations are not affected. General questions or other non-critical system related issues.

**4. Error Response:**

Upon receipt of a report of an Error, Quarrio shall assign appropriate technical personnel to analyze, investigate and diagnose each potential technical issue and provide Customer with acknowledgment that it has received such Error. Quarrio will use best efforts to: (i) promptly provide Customer with a target response time to each Error in accordance with the Table 2 below and in accordance with the Support Level purchased by Customer; and (ii) shall use commercially reasonable efforts to resolve each Error reported by Customer and confirmed by Quarrio in accordance with the Severity Levels assigned to it. A resolution may consist of a fix, workaround or other solution as appropriate.

**Table 2: Target Response Times**



<b>Support Level</b>	<b>Standard Support</b>	<b>Premium Support</b>
EMAIL Ticket Acknowledgment	2 hours	1 hour
Severity 1 - High	24 hours	12 hours
Severity 2 - Med	36 hours	24 hours
Severity 3 - Low	72 hours	48 hours
Severity 4 – questions	Commercially reasonable efforts	10 Business days

**5. Exclusions.**

An Error does not include Software issues caused by: (i) unauthorized use, installation, modification, alteration or damage of or to the Software by Customer; (ii) failure of Customer to maintain the necessary networking, hardware, software, and/or environmental conditions identified in writing by Quarrio as required for use of the Software, including but not limited to any third party software; or (iii) Customer’s failure to timely install and use an Upgrade that has been made available under this Exhibit A that resolves the Error or (iv) Quarrio is not able, after commercially reasonable efforts, to replicate the Error or problem.

**6. Service Updates.**

During the applicable Subscription Term, Quarrio will notify Customer of new releases (Major/Minor) for the Software if and when they are made generally available. Releases may include version updates, feature releases, and patches. The Support Services do not include any enhancements or additions to the Software other than version releases.

**7. Discontinuance; Back Support.**

Quarrio will support the most recent version of the Software and the previous two releases.



## EXHIBIT B

### STATEMENT OF WORK (TEMPLATE)

#### **Introduction.**

This Statement of Work (“SOW”) between Quarrio Corporation (“Quarrio”) and *<insert complete legal name>* (“Customer”) is effective on the date of the second signature below (“Effective Date”) and is subject to and incorporates the provisions of the End User License Agreement, dated *<insert date>* (“Agreement”). Any terms used in this Statement of Work and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and this Statement of Work, this Statement of Work shall prevail.

#### **Description of Professional Services.**

This Statement of Work sets forth the purpose and scope, roles & responsibilities, deliverables, deliverables timing, resources, and fees for the engagement between Quarrio and Customer for *<insert project description here>*.

#### **Timelines.**

The duration of this engagement is expected to be approximately *<insert months/days etc. >* and commencement dates will be scheduled upon execution of this SOW and the Order Form by both parties.

#### **Activities and Roles.**

A detailed plan will be jointly defined at the beginning of the engagement outlining the plan in more detail. The plan will be owned and managed by Customer and the parties will work closely together to address any evolving need or changes that may need to be considered over the course of this first release implementation as dictated by the project manager.

#### **Key Objective.**

*<insert details>*

#### **Project Scope.**

*<insert details >*

#### **Key Delivery Assumptions and Considerations**

Successfully delivering the engagement timeline, scope, and success criteria entails agreement on the following assumptions and dependencies. No failure of any such assumptions or dependencies shall relieve Quarrio of its obligation to perform under this Statement of Work except to the extent: (a) Quarrio is actually delayed for a period of one business day or more or prevented from performance by such failure or by Customer ; and (b) Quarrio gives Customer prompt notice of the failure and that such failure is delaying or preventing its performance; and (c) Quarrio uses commercially reasonable efforts to perform its obligations notwithstanding such failure.

#### **A. Resource Availability**

The success of the engagement will be contingent upon resource availability from the Customer team. Specifically, the following resources and actions will be required:

- Access to subject matter experts (SME) who can provide initial schemas and guidance on any required business logic, or any required normalization rules.
- Access to data in electronic format.





- The Customer team will make SMEs, IT, business owners, and (as needed) additional resources available for the duration of the project to provide guidance and requirements for ongoing development work.
- Recommended: Training for Users; Customer will make SMEs available for training on the use of <insert details>

**B. Data Requirements**

Customer will provide Quarrio with all required data to train the AI Agents at the outset of the project. Quarrio will review the data to be used for the AI Model training upon receipt and provide feedback as to its quality and sufficiency for successful project execution.

**6. Rates & Fees.**

The Professional Services will be provided on a Time and Material (“T&M”) basis and the scope of the engagement will be limited by what may be reasonably accomplished within the agreed upon hours identified on the Order Form or as set forth in the table below.

Project Description	Estimated Hours			Estimated Price
	Resource #1 (\$xxx/hr)	Resource #2 (\$xxx/hr)	Resource #3 (\$xxx/hr)	
<b>Total</b>				

All pre-paid but unused consulting hours must be consumed by Customer within one (1) year from the time of purchase, and are non-refundable.

The Professional Services will be provided on a **FIXED FEE** basis, meaning that the amount invoiced for the Professional Services will be \$XXX. The invoiced amount of the service fee will equal the amount of the fees applicable to each complete milestone, as specified in the Table below.

Project Milestone	Percentage	Fees
<b>Total</b>		

**Travel.**

Travel arrangements will be made by Quarrio. Customer shall reimburse Quarrio for reasonable travel, accommodation, communications, and out-of-pocket expenses incurred in conjunction with provision of the Professional Services (“Expenses”), provided that Quarrio agrees that any such reimbursement may, at Customer’s request, be limited by Customer’s standard travel reimbursement policies.

**Location; Security.**

Any special security requirements such as access cards, internet connectivity, VPN access etc., will be



defined and made available to Quarrio employees. The Quarrio consultant will be carrying and using a Quarrio laptop PC unless instructed otherwise.

**Customer Responsibilities.**

Customer will ensure all necessary equipment; resources and personnel are available throughout the duration of the engagement.

**Cancellation and Rescheduling Policy.**

Upon mutual written agreement Quarrio and Customer shall establish a firm schedule for commencing a Professional Services engagement. Any Cancelling or rescheduling of such Professional Services must be done in writing. There is a \$1,500 cancellation/rescheduling fee per Quarrio consultant if the Professional Services are cancelled or rescheduled less than five (5) Business Days prior to the agreed upon engagement date commencing, and Customer shall reimburse Quarrio for any non-refundable travel expenses (previously approved by Customer) that have been incurred by Quarrio prior to such cancellation. To cancel an engagement which is in progress, Customer must give ten (10) days written notice of cancellation, and Quarrio shall have the right to collect fees for the Professional Services performed during such ten (10) day period. The foregoing cancellation/rescheduling fees shall not apply to any cancellation/rescheduling that results from any Quarrio consultant that was removed from a particular project assignment by Quarrio or by written request of Customer.

**Customer Business Contact Information.**

Name:	
Project Contact Name:	
E-Mail Address:	
Mailing Address:	
Project Address (if different):	
Phone Number:	
Fax Number:	

**General.**

In entering into this SOW, you are not relying on any representation made by or on behalf of Quarrio that is not specified in the Agreement or this SOW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the Professional Services, charges to be paid, or the results of any of the Professional Services to be provided under this SOW.

Except as set forth herein, the Agreement is not otherwise modified, amended or changed. In the event of a conflict between this SOW and the Agreement, the Agreement shall control. Capitalized terms, unless otherwise defined herein, shall have the meaning as set forth in the Agreement.

In witness whereof, the parties hereto have executed this Statement of Work by their duly authorized representatives as of the date stated below.

**FOR AND ON BEHALF OF QUARRIO, INC.      FOR AND ON BEHALF OF CUSTOMER:**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_



Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_