

Scale Main Services Agreement

This Main Services Agreement (“**Agreement**”) is entered into between Scale AI, Inc. (“**Scale**”) and the customer (“**Customer**”). This Agreement sets forth the terms and conditions under which Customer may use the Services and permits Customer to purchase Services pursuant to this Agreement. Customer agrees that the terms of this Agreement govern the services that are being provided.

1. SCALE’S PROVISION OF SERVICES

- 1.1. **Provision of Services.** Scale will provide the Services in accordance with the terms and conditions of this Agreement, and if applicable, the Order Form. Some Services may be performed in part by Remote Workers, and some Services may be subject to additional rights and restrictions as set forth in the Product Terms.
- 1.2. **Security.** Scale will implement and maintain an industry-standard information security program with administrative, physical, and technical safeguards designed to protect the integrity of Customer Materials. Customer acknowledges that Customer Materials may be processed by Scale in the United States or in other countries in which Scale or its contractors operate.
- 1.3. **Changes to Services.** Scale may, at its discretion, change or update the Services from time to time. Scale will notify Customer in advance of changes to the Services that materially reduce their functionality.

2. CUSTOMER USE OF SERVICES

- 2.1. **Customer Account Administration.** Customer must have an Account to use the Services. Customer is responsible for designating Administrators for its Account, maintaining updated Administrator contact information, and managing access to Administrator accounts. Administrators may provision accounts for End Users up to the maximum number set forth in an Order Form or Customer’s Account, and additional End Users above the maximum may incur additional fees. Each End User must agree to the End User Terms to activate their account. If there is a conflict between this Agreement and the End User Terms, this Agreement will control.
- 2.2. **Customer Responsibilities.** Customer is responsible for any use of the Services through its Account, including all use of the Services by Customer’s End Users. Customer will inform its End Users of all Customer policies and practices that are relevant to End Users’ use of the Services and of any settings that may impact the processing of Customer Materials. Customer is responsible for maintaining the confidentiality of account credentials used by End Users to access the Services, and preventing unauthorized use of the Services. Customer may not permit sharing of End User accounts and passwords.
- 2.3. **Compliance.** Customer and End Users may only use the Services in accordance with, and must ensure its Customer Application and use of Output comply with (a) applicable laws and regulations, (b) this Agreement, (c) the Product Terms, and (d) our policies, including the Documentation and the Acceptable Use Policy. If requested, Customer will provide information necessary for Scale to verify Customer’s compliance with the requirements of this Section.
- 2.4. **Customer Materials.** Customer is responsible for sending Customer Materials to Scale so Scale can perform the Services. Customer represents and warrants (a) that it has the necessary rights, licenses, and permissions to provide the Customer Materials to Scale, (b) that the use of Customer Materials under this Agreement will not violate or infringe the rights of any third party, and (c) that none of the Customer Materials will contain Restricted Information, unless otherwise agreed upon by Scale in writing.
- 2.5. **Use Restrictions.** Except as expressly permitted in this Agreement, Customer will not (and will not allow any End User or third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, (b) copy, modify, or create derivative works of the Services, (c) sell, resell, license, rent, lease, distribute, or time-share the Services, other than through its Customer Application, (d) use the Services, directly or indirectly (i) to create, train, develop, or improve similar or competitive products or services, or (ii) for benchmarking or competitive analysis of Scale, (e) remove or alter proprietary notices from the Services, (f) sell, resell, license, rent, lease, distribute, or time-share the Output to an unaffiliated third party (who is not a customer, partner, licensee, or end-user of Customer’s products) or otherwise use the Output for the benefit of an unaffiliated third party, (g) publish or publicly distribute the Output without the prior written consent of Scale, or (h) use the Services, Output, or Customer Application in, or in association with, the operation of any hazardous environments, critical systems, or other activities where failure of the Services or inaccuracy of the Output could lead to serious bodily injury or death or cause environmental or property damage. If requested, Customer will provide information necessary for Scale to verify Customer’s compliance with the requirements of this Section.
- 2.6. **Suspension.** Scale may temporarily suspend Customer’s or End User’s right to use the Services if (a) Customer or End User’s use of the Services poses a security risk, or may adversely affect the Services, Scale’s systems and

infrastructure, or a third party, (b) to comply with a law or regulation or (c) reserved. Scale will use commercially reasonable efforts to provide prompt notice of a suspension.

- 2.7. **Third-Party Offerings.** Scale may provide information about or access to Third-Party Offerings, or Customer may use Third-Party Offerings with the Services, but (a) Scale does not endorse or make any representations or warranties about Third-Party Offerings, and (b) use of Third-Party Offerings is at Customer's own risk. Third-Party Offerings may be subject to separate license agreements or restrictions on use, which are provided in the Documentation to the extent required ("**Third-Party Restrictions**"), and Customer agrees to comply with all such Third-Party Restrictions.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. **Scale Intellectual Property.** The Scale Technology was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements. Except for the rights expressly granted in this Agreement, this Agreement does not grant any rights, and Scale owns and reserves all right, title, and interest in and to, the Scale Technology. Subject to Customer's ongoing compliance with this Agreement, Scale agrees that Customer may use the Services in accordance with this Agreement during the Term.
- 3.2. **Customer Intellectual Property.** Customer will own the Output and Customer Application. Except for the rights expressly granted in this Agreement, this Agreement does not grant any rights, and Customer owns and reserves all right, title, and interest in and to the Customer Materials, Output, and Customer Application. Customer agrees and instructs that Scale may use (a) the Customer Materials in order to provide and support the Services and provide the Output to Customer. Customer agrees and grants Scale a worldwide, non-exclusive license (a) to use, reproduce, modify, and create derivative works based on the Customer Materials in order to provide, and support the Services and provide the Output to Customer and (b) to use, reproduce, modify and create derivative works based upon the Customer Materials and Output to analyze and improve Scale's products and services solely for the Government's benefit.
- 3.3. **Scale Data.** Scale may collect and create usage data, statistics, aggregated and anonymized data, and de-identified data derived from Customer's use of the Services, Customer Materials, and Output ("**Scale Data**"). Scale may use the Scale Data (a) to provide, analyze, support, and improve Scale's products and services, and (b) create and distribute reports and materials about Scale's products and services. Scale will not identify Customer as a source of information for any report or material described in this Section without Customer's prior written approval.
- 3.4. **Suggestions.** Customer may submit to Scale feedback, comments, ideas, or suggestions regarding Scale's Services or new products and services ("**Suggestions**"). Scale may, but has no obligation to, in its discretion and for any purpose, (a) use, modify, and incorporate into Scale's products and services and (b) license, sublicense, or distribute the Suggestions without obligation or compensation to Customer.
- 3.5. **Copyright Policy.** Scale respects the Intellectual Property Rights of third parties and responds to notices of alleged copyright infringement if they comply with the law. Scale reserves the right to delete Customer Materials alleged to be infringing from Customer's Account and terminate End Users or Customers that willfully or repeatedly infringe third-party rights.
- 3.6. **Customer Marketing.** Scale may use Customer's name, to (a) identify Customer as a Scale Customer on Scale's website to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, (b) with Customer's prior written consent and approval prior to publication, produce and publish a case study on its website regarding the Customer's use of the Services, and (c) create marketing materials such as press releases, advertisements, brochures, and other marketing materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Upon approval by Customer, Customer shall provide a mutually agreeable quote with respect to Scale and the Services, to be used for Scale's marketing and publicity purposes.

4. FEES AND PAYMENT

- 4.1. **Fees.** Customer will pay Scale or its authorized reseller as applicable the fees and charges for its use of the Services as described in an Order Form or in Customer's Account, as applicable (the "**Fees**"). All payments are due in U.S. dollars unless otherwise indicated on an Order Form or an invoice. All Fees paid are non-refundable except as set forth in this Agreement and are not subject to set-off
- 4.2. **Invoicing & Payment** If Customer elects to pay by invoice (and Scale agrees), all Fees are due as stated in the invoice. If Customer requires the use of a purchase order or purchase order number, Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are void.
- 4.3. **Disputes & Late Payments.** Past due amounts are subject to a finance charge at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- 4.4. **Taxes.** Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

5. TERM AND TERMINATION

- 5.1. **Agreement Term.** The Agreement will remain in effect for the Term. Any and all clauses in the Agreement that may be construed as requiring the Government to pay future fees, penalties, or interest, or that impose automatic renewals, are deleted as they violate the Anti-Deficiency Act (31 U.S.C. § 1341). The term of any subscription or service shall not extend beyond the period for which funds are legally available.
- 5.2. **Termination.** The rights and obligations of the parties regarding termination shall be governed by the Federal Acquisition Regulation (FAR) and the Contract Disputes Act (41 U.S.C. §§7101-7109). The Government may terminate this Agreement for cause in the event of Scale's material breach, which remains uncured thirty (30) days after receipt of written notice. Any claim that the Government has breached this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Scale shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action. The Government may terminate an Order Form, in whole or in part, for its sole convenience. In the event of such a termination of an Order Form, Scale shall be compensated for any associated professional services in accordance with FAR 52.212-4(l).
- 5.3. **Trial User Termination.** If Customer has never executed an Order Form with Scale and has paid all Fees, either Scale or Customer may terminate this Agreement immediately upon notice.
- 5.4. **Effect of Termination.** If this Agreement expires or is terminated, then (a) any fees payable under an Order Form or for Services rendered will become immediately due to be paid, (b) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section, and (c) any sections which by their nature should survive, or explicitly state they survive, will survive, including Sections: 2.5, 3.1, 3.2, 3.3, 3.4, and Sections 5 through 12.

6. CONFIDENTIALITY

- 6.1. **Definition of Confidential Information.** "Confidential Information" means any business or technical information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") under this Agreement that is marked as confidential or would normally be considered confidential to a reasonable person under the circumstances. The Scale Technology is Confidential Information of Scale. The Customer Materials and Output are Confidential Information of Customer. Confidential Information will not include any information that (a) is or becomes public through no fault of the Receiving Party, (b) was known to the Receiving Party prior to receipt without an obligation of confidentiality, (c) is obtained by the Receiving Party from a third party not under an obligation of confidentiality, and (d) is independently developed by Receiving Party without use of the Disclosing Party's Confidential Information.
- 6.2. **Obligations.** The Receiving Party will use reasonable care (a) not to use the Disclosing Party's Confidential Information for any purpose not permitted under this Agreement and (b) except as permitted by the Disclosing Party, limit access to the Disclosing Party's Confidential Information to Representatives who need access to the Confidential Information for a purpose permitted under this Agreement. Receiving Party will ensure that Representatives with access to Confidential Information are subject to written confidentiality obligations no less stringent than those set forth in this Agreement.
- 6.3. **Compelled Disclosure.** Each party may disclose the other party's Confidential Information when required by law or regulation so long as the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Disclosing Party's cost to contest or limit the disclosure. Scale recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. DISCLAIMERS

- 7.1. **General.** SCALE WARRANTS THAT FOR A PERIOD OF SIXTY (60) DAYS FROM YOUR RECEIPT OF THE SOFTWARE-AS-A-SERVICE OFFERING, SUCH SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. UPON NOTIFICATION OF A FAILURE TO CONFORM TO THE DOCUMENTATION, SCALE SHALL HAVE SIXTY (60) DAYS TO REMEDY THE SITUATION OR OFFER CUSTOMER A PRO RATA REFUND FOR ANY FEES PAID BUT NOT USED, IN ACCORDANCE WITH THE TERMINATION FOR CAUSE PROVISIONS IN SECTION 5.2. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, SCALE AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS (A) MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND (B) DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SCALE AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR OUTPUT ARE ACCURATE, COMPLETE, OR UNINTERRUPTED. THE SERVICES AND OUTPUT

ARE PROVIDED "AS IS" AND "AS AVAILABLE." SCALE WILL NOT BE LIABLE FOR ANY (I) THIRD-PARTY OFFERINGS, (II) ANY RESTRICTED INFORMATION RECEIVED IN BREACH OF THIS AGREEMENT, (III) ANY RESTRICTED INFORMATION THAT CUSTOMER SENDS TO REMOTE WORKERS, OR (IV) FOR THE ACTS OR OMISSIONS OF CUSTOMER'S END USERS.

- 7.2. **Beta Services.** Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Customer has the sole discretion whether to use any Beta Services, (b) Beta Services may not be supported and may be changed at any time, including in a manner that reduces functionality, (c) Beta Services may not be available or reliable, and (d) Scale provides Beta Services "as-is" and will have no liability arising out of or in connection with Beta Services.

8. INDEMNIFICATION

- 8.1. **Reserved.**

8.2. **By Scale.** Scale will indemnify, defend, and hold harmless Customer from and against all damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a third-party claim alleging that Scale's technology used to provide the Services or Output infringes or misappropriates any U.S. Intellectual Property Rights of such third party. In no event will Scale have obligations or liability under this Section arising from: (a) use of the Services or Output in a modified form or in combination with materials not furnished by Scale, (b) Services performed according to Customer specifications, and/or (c) Customer Materials, or any other content, information, or data provided by Customer. For any claim covered by this Section, Scale may, at its election (i) procure the rights to use the portion of the Services or Output alleged to be infringing, (ii) replace the alleged infringing portion of the Services or Output with a non-infringing alternative, or (iii) if (i) and (ii) are not commercially practicable, terminate the allegedly infringing portion of the Services, or this Agreement and provide Customer with a pro rata refund of prepaid fees for the affected Services. For any third-party claim alleging that the Services infringe a U.S. patent or copyright, the parties agree that the provisions of 28 U.S.C. § 1498 shall apply. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. § 516. a

8.3. **General.** The party seeking indemnification will promptly notify the indemnifying party of the claim and cooperate with the indemnifying party by providing reasonable assistance in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY

9.1. **Limitation on Indirect Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR (A) CUSTOMER'S BREACH OF USE RESTRICTIONS, INCLUDING IN ANY PRODUCT TERMS, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, AND (C) EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR (II) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR SERVICE INTERRUPTION, ANY DATA INACCURACY, OR THE COST OF SUBSTITUTE SERVICES (IN EACH CASE WHETHER DIRECT OR INDIRECT), REGARDLESS OF THE LEGAL THEORY AND REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9.2. **Liability Cap.** TO THE FULLEST EXTENT PERMITTED BY LAW, SCALE'S AND ITS AFFILIATES', LICENSORS', AND SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHER LEGAL OR EQUITABLE THEORY WILL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID OR THAT IS PAYABLE FOR THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

9.3. **Decisions.** Results and outcomes generated by machine learning algorithms and artificial intelligence are probabilistic and Customer should evaluate such results and outcomes for accuracy as appropriate for Customer's use case, including by employing human review. Customer is solely responsible, and Scale will have no liability, for all decisions made, advice given, actions taken, and failures to take action based on Customer's use of the Services or Output, including whether the Output is suitable for use in the Customer Application.

10. RESERVED

11. GENERAL PROVISIONS

- 11.1. **Entire Agreement.** All attachments and exhibits to the Agreement and Order Forms executed by the parties are hereby incorporated into the Agreement by reference. Unless explicitly stated in a separate agreement between the parties, this Agreement constitutes the entire agreement between Customer and Scale with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the parties. Scale may only unilaterally revise the Agreement if the Changes are not material. A material change is defined as: (1) terms that change Government rights or obligations; (2) terms that increase Government prices; (3) terms that materially diminish the overall level of service during the term of an active Order Form; or (4) terms that limit any other Government right addressed elsewhere in the MSA. Any material changes to the Agreement must be signed by a duly warranted Contracting Officer, in writing. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Order Form, the Agreement, Product Terms, and the Documentation.
- 11.2. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States, excluding its conflict of laws rule. Solely to the extent permitted by federal law, the laws of the state of California (excluding California's conflict of law rules) will apply in the absence of applicable federal law.
- 11.3. **Notices.** Notices must be sent by first class mail or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable Administrator account email address and are deemed given when sent. Notices to Scale must be sent to Scale to Scale AI, Inc., Attn: Legal Department, 650 Townsend Street, San Francisco, CA 94103 with a copy to contractnotices@scale.com.
- 11.4. **Assignment.** Either party may assign this Agreement in its entirety to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and Customer must provide Scale with prompt notice following such event in accordance with the provisions set forth at FAR 42.1204. Any other attempt to transfer or assign is void. This Agreement will be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns.
- 11.5. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the parties. There are no third-party beneficiaries under this Agreement.
- 11.6. **Construction.** Any ambiguity in the Agreement will be interpreted equitably without regard to which party drafted the Agreement. "Including" and "include" will be construed to mean "including without limitation."
- 11.7. **Force Majeure.** In accordance with FAR Clause 52.212-4(f), Neither party will be liable for inadequate performance to the extent caused by a condition or event (for example, natural disaster, act of war or terrorism, labor disputes, governmental action, utilities failures, third-party vendor failures, Internet disturbance, or pandemic) that was beyond its reasonable control. No failure of telecommunications or network systems will be considered a service outage or service deficiency for any purpose under this Agreement.
- 11.8. **Remedies.** The parties agree that Customer's breach of use restrictions, including in any Product Terms, or either party's breach of confidentiality obligations will cause irreparable injury and that the harmed party will have the right to seek immediate equitable relief to enjoin such activity, in addition to whatever remedies it may have at law.
- 11.9. **Waiver.** No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.
- 11.10. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.
- 11.11. **Counterparts.** This Agreement and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.
- 11.12. **Export Compliance.** The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction, and Customer is responsible for compliance regarding Customer's and its End Users' use of the Services. Customer will not permit End Users to use the Services from a U.S. embargoed country. Customer represents and warrants that Customer and its End Users are not and will not be a person or entity on the OFAC List of Specially Designated Nationals or Consolidated Screening List, or any entity in which Specially Designated Nationals own in the aggregate, directly or indirectly, a 50% percent or greater interest.

12. DEFINITIONS

- 12.1. **"Acceptable Use Policy"** means the acceptable use policy for the Services available in the Attachment 1 or otherwise provided by Scale, which is incorporated by reference.
- 12.2. **"Account"** means Customer's Scale account.
- 12.3. **"Administrator"** means a Customer-designated End User who administers Customer's Account and has access to permissions and other sensitive settings.

- 12.4. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party, where "control" means the ability to direct the management and policies of an entity.
- 12.5. **"Background Intellectual Property"** means registered and unregistered proprietary methodologies, tools, models, software, documentation, know-how, trade secrets, inventions, or works of authorship, or any other form of intellectual property conceived or developed by Scale or its licensors (a) prior to rendering any Services under this Agreement, (b) independent of this Agreement, and (c) in connection with the Services, but that are not Output or derivatives of Customer Materials or Output.
- 12.6. **"Beta Services"** means products or features available to Customer on a trial, beta, early access, or similar basis.
- 12.7. **"Customer Application"** means any application that Customer creates using the Services.
- 12.8. **"Customer Materials"** means any materials, including digital files, data, and machine learning models, that Customer submits to the Scale API or otherwise provides to Scale to facilitate Scale's provision of the Services.
- 12.9. **"Documentation"** means any Scale-provided written documentation and policies available in the Attachment 1, or otherwise provided by Scale, which is incorporated by reference.
- 12.10. **"Effective Date"** means the earlier of (a) the date Customer first accepts this Agreement and (b) the start date set forth on Customer's first Order Form.
- 12.11. **"End Users"** means Customer employees, contractors, or subcontractors who are users of Customer's Account.
- 12.12. **"Intellectual Property Rights"** means the current and future worldwide rights under patent, copyright, trade secret, and trademark laws, and other similar rights.
- 12.13. **"Nonpublic Personal Information"** has the meaning as defined in the Gramm-Leach-Bliley Act and regulations thereunder, or similar information under comparable laws or regulations.
- 12.14. **"Order Form"** means an order entered into between Customer and Scale designating Services to be provided by Scale.
- 12.15. **"Output"** means the annotations, labels, and data generated by a machine learning model based upon the Customer Materials, that are returned to Customer, including through the Scale API or a CSV file.
- 12.16. **"Personally Identifiable Information"** means personal information that directly or indirectly identifies an individual such as names, email addresses, addresses, telephone numbers, social security numbers, passport numbers, driver's license numbers, and other government identification numbers, including personal data as defined in the General Data Protection Regulation (EU) 2016/679.
- 12.17. **"Product Terms"** means the rights and restrictions for particular Services located in the Attachment 1, which are incorporated by reference.
- 12.18. **"Protected Health Information"** has the meaning as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, or similar information under comparable laws or regulations.
- 12.19. **"Remote Worker"** means remote independent contractor that performs subcontracted labeling services.
- 12.20. **"Representatives"** means a party and its Affiliate's employees, consultants, independent contractors, and advisors.
- 12.21. **"Restricted Information"** means (a) Personally Identifiable Information, (b) Protected Health Information, (c) Nonpublic Personal Information, and (d) Sensitive Information.
- 12.22. **"Scale Technology"** means Scale's products and services, including the Services, Scale Data, Background Intellectual Property, Documentation, and Scale's trademarks, logos, and other brand features.
- 12.23. **"Sensitive Information"** means digital files and data that contain content which (a) is obscene, pornographic, or indecent, (b) is violent (including suicide and self-harm), threatening, hateful, or discriminatory, (c) is defamatory, harassing, misleading, or fraudulent, (d) depicts weapons, illegal drugs, or drug paraphernalia, (e) promotes or supports terror or hate groups or (f) violates or may violate the privacy or publicity rights of any person or entity.
- 12.24. **"Services"** means Scale's products and services ordered by Customer, or otherwise provided by Scale and used by Customer under this Agreement, including those products and services described in the Product Terms. Services do not include Output or Third-Party Offerings.
- 12.25. **"Term"** means the term of the Agreement, which will begin on the Effective Date and continue until the later of (a) the last Order Form has expired and (b) until the Agreement or Customer's Account is terminated.
- 12.26. **"Third-Party Models"** means machine learning models that are made available under separate terms of use, proprietary license, open source license, or similar license or terms which govern use of or distribution of any code or model.
- 12.27. **"Third-Party Offerings"** means products, services, or content offered or sold by a third party, including Third-Party Models.

Scale Main Services Agreement - Attachment 1

12.1 Acceptable Use Policy

Use of the Services is subject to this Acceptable Use Policy (“Use Policy”). Capitalized terms not defined in this Use Policy will have the meaning stated in the applicable agreement between Customer and Scale. Scale may non-materially modify this Use Policy periodically. Updates will be effective as of the date posted on this website.

Customer agrees not to, and not to allow any End User or third party to, use the Services:

- To interfere with, disrupt, or violate the integrity of the Services, including:
 - o Breaching or circumventing any security or authentication measures;
 - o Any denial of services (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services, such as submitting excessively frequent requests via the API;
 - o Submitting or distributing viruses, worms, Trojan horses, corrupted files or other destructive content;
 - o using any robot, spider, scraper, or other unauthorized automated means to access the Services;
 - o attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services; and
 - o finding security vulnerabilities to exploit the Services; and
 - o creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications;
- To infringe the intellectual property, privacy, or publicity rights of third parties, including by submitting, publishing, accessing or sharing Customer Materials or content without appropriate authorization
- To violate Third-Party Restrictions;
- To engage in or encourage any activity that is illegal, deceptive, fraudulent, or harmful of others’ rights, or harmful of Scale’s business operations or reputation; or
- To violate applicable laws or regulations in any way.

12.9 Documentation

Guides and quickstarts for integrating Scale products.

Scale AI's mission is to accelerate the development of AI applications. To enable teams to make faster progress, we began with data – the foundation of all AI applications. Scale AI turns raw data into high-quality training data by combining machine learning powered pre-labeling and active tooling with varying levels and types of human review.

Documentation



GenAI Platform



Automotive Platform

API Reference



GenAI API



Automotive API

12.17 Product Terms

The terms below (“Product Terms”) govern your use of the applicable Services and are incorporated in the Scale Main Services Agreement (the “Agreement”). Capitalized terms used in these Product Terms but not defined below are defined in the Agreement. Scale non-materially may modify these Product Terms periodically. Updates will be effective as of the date posted on this website.

1. **Scale Model Services.** The following terms apply to Customer’s use of the Scale GenAI Platform, and any other service to which Customer may input Customer Materials to a machine learning model hosted by Scale (collectively, “Scale Model Services”).
 - a. **Use of Scale Model Services.** Customer may input Customer Materials into the Scale Model Services and receive Output. Customer understands that other users may input similar materials and data into the Scale Model Services and receive similar output, and such output is not Customer’s Output.
 - b. **Downloadable Models.** Some Scale Model Services may allow Customer to download a machine learning model that has been fine-tuned through the Scale Model Services with Customer Materials based on a Base Model (such downloaded model a “Fine-Tuned Model”). Fine-Tuned Models are Output, and Customer will own the Fine-Tuned Model, subject to Scale’s rights in, and Third-Party Restrictions on, the Base Model. Except for the rights expressly granted, and subject to Third-Party Restrictions, Scale owns and reserves all right, title, and interest in and to the Base Models. “Base Model” means a machine learning model which Scale has pre-trained, and may be based on Third-Party Models or proprietary Scale models.
 - c. **Trial Access to Scale Model Services.** Customer may receive access to Scale Model Services on a trial or evaluation basis (“Trial Access”). Customer will not use Trial Access for commercial or production purposes and will not disclose to a third party any Output obtained from Trial Access. Customer acknowledges that Scale may terminate Customer’s Trial Access at any time.
 - d. **Scale GenAI Platform Pay as You Go Tier.** When using the pay as you go tier of Scale GenAI Platform, Customer (i) agrees and instructs that Scale may publicly display and distribute the Customer Materials Customer inputs into, the Output Customer receives from, and the Customer Applications Customer creates using the Scale GenAI Platform, and (ii) agrees other users of the Scale GenAI Platform may use the Customer Materials Customer inputs into, the Output Customer receives from, and the Customer Applications Customer creates using the Scale GenAI Platform for any purpose, including commercial use. Customer may remove Customer Materials, Output, and Customer Applications from the Scale GenAI Platform at any time. Scale does not have any obligation to monitor Customer Materials, Output, or Customer Application on the Scale GenAI Platform, but Customer acknowledges and agrees that Scale reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Scale GenAI Platform for operational or other purposes, and may remove any content that does not comply with Scale’s terms or policies.

2. **Scale Nucleus.** The following terms apply to Customer's use of Scale Nucleus, and any other service with which customer can manage data (collectively, "Scale Nucleus Services"):
 - a. **Use of Scale Nucleus Services.** Customer may (a) submit Customer Materials, including unlabeled data, metadata, and model predictions, and Output to Scale Nucleus, (b) create new materials, including labels, and add metadata, within Scale Nucleus ("Customer Content"), and (c) export Customer Materials, Output, and Customer Content from Scale Nucleus.
 - b. **Customer Content.** Customer will own Customer Content. Customer represents and warrants that (i) it has the necessary rights, licenses, and permissions to create the Customer Content, (ii) the use of Customer Content will not violate or infringe the rights of any third party, and (iii) Customer Content will comply with the Acceptable Use Policy. Customer agrees and instructs that Scale may use the Customer Content in order to provide and support the Services.