



VERTESIA, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**” or “**Agreement**”) shall govern your access to and use of the “Vertesia Studio” platform and the accompanying services provided and/or offered through such platform (the “**Platform**”), pursuant to and subject to such definitive commercial Platform license agreement (the “**Commercial License Agreement**”), as it may be termed from time to time, between Vertesia, Inc., a Delaware corporation (the “**Company**”, **we**,” **us**”, or “**our**”) and the Ordering Activity under GSA Schedule contracts identified in the Order who contracts with us for the provision of Platform access (the “**Commercial Licensee**”). This Agreement is a binding contract by and between us and you, as the party who accepts this EULA (the “**End User**” or “**you**”). Throughout this Agreement, you and the Company may each be referred to as a “**Party**” or collectively, as the “**Parties**.”

BY EXECUTING A WRITTEN ORDER FOR THE SOFTWARE, YOU ACKNOWLEDGE, AGREE, AND REPRESENT THAT YOU (A) HAVE READ THIS AGREEMENT AND THAT YOU UNDERSTAND THE TERMS HEREOF; (B) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER; AND (C) ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE TO BE BOUND THEREBY.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE THE REQUISITE AUTHORITY OR CAPACITY TO ENTER INTO IT, DO NOT CLICK THE “ACCEPT” BUTTON OR CHECK ANY BOX TO ACCEPT IT, AND YOU MUST NOT ACCESS, OR USE THE PLATFORM. ACCESSING OR USING THE PLATFORM CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.

We retain the exclusive right, in our sole discretion, to make non-material changes to this Agreement, from time to time. Your continued access to and use of the Platform constitutes your agreement to be bound by, and your acceptance of, the Agreement posted at such time. You acknowledge and agree that you accept this Agreement (and any non-material amendments/updates thereto) each time you sign into your End User Account (as defined below), or otherwise access, or use the Platform. Therefore, we encourage you to review these this Agreement regularly.

1. Modification to Agreement. We may non-materially modify this Agreement. If you do not agree to any non-material modification to this Agreement, you must stop accessing and using the Platform. We encourage you to frequently review this Agreement to ensure you understand the terms and conditions that apply to your access to, and use of, the Platform.

2. Platform License Grant. Subject to your compliance with this Agreement and the terms of the Commercial License Agreement, the Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Platform and such accompanying services solely for your and the Commercial Licensee’s internal business purposes (the “**License**”). The foregoing License will terminate immediately upon the earlier to occur of:

- (i) The expiration or earlier termination of the Commercial License Agreement between the Company and the Commercial Licensee;
- (ii) Your election to terminate the License and cease your access to and use of the Platform

Notwithstanding anything in this Agreement to the contrary, in accordance with the Disputes Clause (Contract Disputes Act) we reserve the right to temporarily suspend or limit your access to and use of the Platform, or to terminate this Agreement, and thus terminate the License granted to you in this Section 2 and your access to and use of the Platform, immediately and without any liability to you in the event of (i) a breach of this Agreement by you, or (ii) any act or omission by you (a) that in our reasonable discretion, poses a risk of disruption or interference with any portion of the Platform (or the security thereof) or with any other end users' use of the Platform, or (b) constitutes, in our reasonable discretion, an unreasonable, excessive or abusive use of the Platform, our systems or resources.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Vertesia, Inc., shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3. End User Account.

3.1 Account Registration. In order to access and use the Platform, you must provide all information that we reasonably request to establish, register and confirm your account (an “**End User Account**”). You will have the ability to create and manage your End User Account online, via the Platform; whereby you will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update any information you have provided to us so that the information is complete and accurate at all times; (d) maintain the security of your End User Account by protecting your password from unauthorized access or use; (e) promptly notify us if you discover or suspect any unauthorized access or use of your End User Account or any security breaches related to your Account; and (f) be responsible for all activities that occur under your End User Account, and accept all risks of any authorized or unauthorized access to your End User Account.

3.2 Account Information. As part of your registration, we may require you to verify your email address. In addition, we may require you to provide or validate other information about yourself in the future, if we have a reasonable need for the information to provide you with Platform access and such accompanying services or to perform under (or to exercise our rights under) this Agreement. We have the right to refuse your registration or suspend or terminate your use of the Platform if you fail to provide the requested information and to keep it current, complete, truthful and accurate at all times.

3.3 Account Responsibility. You are responsible for keeping your End User Account and your password secure. You agree to notify us immediately of any unauthorized access to or use of your End User Account, username, or password or any other breach of security. You are responsible for all activity occurring under your End User Account. You should use particular caution when accessing your End User Account so as not to provide third parties with your End User Account credentials. We will not be liable for any loss that you incur as a result of someone else accessing and using your End User Account, either with or without your knowledge.

3.4 Number of Accounts. You agree that you will not create more than one End User Account or create an End User Account for anyone other than yourself, except as necessary for you to segregate various End User Accounts in such circumstances where your License hereto extends to receiving Platform access on behalf of multiple Commercial Licensees.

3.5 Access and Devices. You are responsible for obtaining the access necessary to use the Platform, which may include network access. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates thereto. We do not guarantee

that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Notwithstanding the previous paragraph, excusable delays shall be governed by FAR 52.212-4(f) Excusable delays.

4. Restrictions on Use. Except as otherwise expressly permitted in this Agreement, you shall not, at any time, directly or indirectly:

- (i) Copy, modify, or create any derivative works of or improvements to the Platform;
- (ii) Reverse engineer, disassemble, decompile, decode, alter or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
- (iii) Bypass, breach, or disable any security device, copy control, or digital rights management tool, or other protection used by the Platform, or induce or assist any person to do so;
- (iv) Use the Platform in a way that could materially harm the functionality or performance of the Platform;
- (v) Under or in connection with any part of this Agreement or its subject matter, perform any act that, or fail to perform any obligation, the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or violates any applicable Law.
- (vi) Permit unauthorized third parties to obtain access to the Platform;
- (vii) Use or access the Platform in a manner that fails to comply with this Agreement or any user manuals, technical manuals and any other materials provided, from time to time, by the Company or indirectly from the Company by the Commercial Licensee that describe the Platform and its accompany services (the “**Documentation**”);
- (viii) Use the Platform for purposes of building a competitive product or service;
- (ix) Gain unauthorized access to or discover the underlying source code or structure of the Platform;
- (x) Use the Platform in any manner or for any purpose that may violate any laws, statutes, ordinances, rules, regulations (the “**Law**”), including, any foreign Laws, or any right of any person including, but not limited to, Intellectual Property Rights, rights of privacy and/or data protection;
- (xi) Use the Platform in any way that may be offensive, profane, obscene, libelous to the Company; or
- (xii) Remove, modify, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices included on or in the Platform or Documentation, including any copy thereof;

5. **Intellectual Property Rights.** You hereby acknowledge and agree as follows:

- (i) You acknowledge that your access to and use of the Platform is provided under license, and such Platform is not sold to you;
- (ii) You do not acquire any ownership interest in the Platform under this Agreement, or any other rights to the Platform other than to use the Platform in accordance with the License granted under this Agreement, subject to all terms, conditions and restrictions. You agree to not assert or cause any other party to assert any right, title, or interest in or to the Platform or any other portion of the Company's Intellectual Property Rights; and
- (iii) The Company, or its licensors, as the case may be, has and will retain any and all right, title, and interest in and to the Platform, the accompanying services provided therethrough, and any underlying software, as well as all derivative works made by any person or entity based upon the Platform, including all Intellectual Property Rights associated with the foregoing.

For purposes of this Agreement, “***Intellectual Property Rights***” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

6. **Updates.** The Company may develop and provide, in its sole discretion, periodic updates, upgrades, new releases, adaptations, bug fixes, patches, workarounds, and other error corrections with respect to the Platform (“***Updates***”). You agree that the Company has no obligation to develop any Updates at all or for particular issues, and the Company expressly disclaims any liability for not doing so. To the extent that you have control over Updates within your own instance of the Platform or on your own device(s) or application(s), you agree to promptly install and make use of all Updates provided by the Company and acknowledge and agree that the Platform may not properly operate should you fail to do so. You further understand and agree that all Updates will be deemed part of the Platform and be subject to all terms and conditions of this Agreement. In the event that Vertesia, Inc. discontinues or materially diminishes functionality of a Service that Licensee has contracted for, Licensee shall be entitled to a pro rata refund for any fees paid not used.

7. **Third Party Materials.** The Company may engage third parties to assist it in providing the Platform and such accompanying services (“***Third-Party Providers***”). However, the Company shall have no responsibility for any errors, omissions, inaccuracies, unavailability, or the like, as related to any Third-Party Providers, including, but not limited to, any Third-Party Providers of cloud infrastructure as well as any Third-Party Providers of generative AI models/applications which are used in conjunction with the Platform, including, but not limited to, OpenAI, AWS Bedrock, Replicate, and HuggingFace's Interface Endpoint. The use or disclosure of Government data for any purpose including, but not limited to, training artificial intelligence/machine learning models and systems, is prohibited without explicit written authorization from the ordering activity contracting officer. Government data means any information,

(including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business.

8. **Personal Data.** You acknowledge that we may process information that can be used to identify a person (“***Personal Data***”) in relation to you, and Personal Data that you have provided or in the future provide to us in relation to other associated individuals, in connection with this EULA, or the Platform. Accordingly, you represent and warrant that: your disclosure to us of any Personal Data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws.

9. **End User Usage Data.** The End User acknowledges and agrees that the Company may, directly or indirectly, including through the services of third parties, collect and store information and data in connection with your use of the Platform and about equipment on which the Platform is installed or through which it otherwise is accessed and used (the “***End User Usage Data***”). The Company may collect such information and data through means including but not limited to: (i) the End User’s access and use of the Platform and (ii) the provision of the accompanying Platform services. The Company may access, use, and provide third parties with access to and use of the End User Usage Data for the following enumerated purposes: (i) making the Platform functional and usable for the End User; (ii) providing the End User with requisite Platform access; (iii) improving the performance of the Platform; (iv) developing Updates, new versions, and new service offerings; and/or (v) verifying the End User’s compliance with the terms of this Agreement and enforcing the Company’s rights, including all Intellectual Property Rights in and to the Platform.

10. **Security Breach.** If you suspect that your End User Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you, the Commercial Licensee, and/or the Company (together, a “***Security Breach***”), you must notify the Company as soon as possible by emailing us at securityteam@vertesiahq.com and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage, or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

11. **Warranty.** The Company represents and warrants that it has all rights, licenses, consents, and authorizations necessary to grant the rights and licenses granted in this Agreement

12. **No Other Warranties; Disclaimer of Warranties.** VERTESIA, INC. WARRANTS THAT THE PLATFORM WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER THE COMPANY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR ITS OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS OR REPRESENTATIVES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO YOU, OR ANY OTHER PERSON OR ENTITY, WITH RESPECT TO THE PLATFORM, ITS SERVICES, OR OTHERWISE REGARDING THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED TO THE YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND ARE FOR COMMERCIAL USE ONLY.



(b) WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO WARRANTY IS MADE THAT USE OF THE PLATFORM OR ITS SERVICES WILL BE TIMELY, ERROR FREE OR UNINTERRUPTED, THAT ANY NON-MATERIAL ERRORS OR DEFECTS IN THE PLATFORM OR ITS SERVICES WILL BE CORRECTED, THAT THE SYSTEM AND SOFTWARE THAT MAKES THE PLATFORM AND ITS SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM WILL OPERATE IN COMBINATION WITH HARDWARE, SOFTWARE, SYSTEMS, APPLICATIONS OR DATA NOT PROVIDED OR RECOMMENDED BY THE COMPANY, THAT THE OPERATION OF THE PLATFORM WILL BE SECURE, THAT THE PLATFORM'S FUNCTIONALITY, AND ANY LLMS BUILT BY THE END USER UTILIZING THE PLATFORM, WILL MEET YOUR REQUIREMENTS, THAT ANY LLMS BUILT BY YOU THROUGH UTILIZATION OF THE PLATFORM WILL ACCURATELY PROVIDE THE REQUISITE OR DESIRED OUTPUTS. THE YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PLATFORM IS SUFFICIENT FOR YOUR DESIRED PURPOSES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MAS CONTRACT UNDER FAR 552.212-4(o). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

13. Disclaimer of Liability. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR ITS OR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU, OR ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR THE PERFORMANCE OR NON-PERFORMANCE OF THE PLATFORM, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

YOU ARE PROVIDED WITH PLATFORM ACCESS AND SUCH LICENSE PURSUANT TO SUCH CERTAIN COMMERCIAL LICENSE AGREEMENT BETWEEN THE COMPANY AND THE COMMERCIAL LICENSEE, SOLELY FOR THE BENEFIT OF THE COMMERCIAL LICENSEE AND AT COMMERCIAL LICENSEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER SUCH CERTAIN COMMERCIAL LICENSE AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS.

ANY OBLIGATION OR LIABILITY WE MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE PLATFORM IS SOLELY PROVIDED TO AND/OR HELD BY THE COMMERCIAL LICENSEE PURSUANT TO THAT CERTAIN COMMERCIAL LICENSE AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

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. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

14. RESERVED.

15. Reserved.

15.1 Reserved.

15.2 Reserved.

15.3 Enforcement of Company's Intellectual Property. You acknowledge and agree that in lieu of arbitration pursuant to this Section 15, we may initiate a proceeding related to the enforcement or validity of our Intellectual Property Rights in any United States federal court of law having jurisdiction.

15.4 Reserved.

16. Miscellaneous.

16.1 Governing Law. The interpretation and enforcement of this Agreement, and any dispute related to this Agreement, will be governed by and construed and enforced in accordance with the federal laws of United States of America, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

16.2 Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM MUST BE COMMENCED WITHIN SIX (6) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16.3 Severability. If any provision set forth in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provision in every other respect and the remaining provisions set forth in this Agreement will be unimpaired and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal, or unenforceable will substantially impair the benefits of the remaining provisions hereof.

16.4 Notices. Except as expressly set forth elsewhere, all notices, requests, consents, claims, demands, waivers and other communications to the Company hereunder shall be in writing to the following address: 121 West 36th St, #237 New York, NY 10018 and shall be deemed to have been given: (a) when delivered by hand with written confirmation of receipt; or (b) when received by the Company, if sent by an internationally recognized courier with tracking confirmation. All notices, requests, consents, claims, demands, waivers and other communications to from us to you shall be provided to the email address and/or



physical address that the Company has on file for you, whether received from you or otherwise, and shall be deemed to have been given immediately upon issuance thereof by the Company. Notwithstanding the foregoing, a claim must be submitted in writing to the Contracting Officer for a decision and must state the relief sought; monetary claims must demand a sum certain.

16.5 Waiver. The failure of either Party to insist upon strict performance or to seek remedy for breach of any term of this Agreement, or to exercise any right, remedy or election herein or permitted by law or equity, will not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy, or election. Any consent, waiver, or approval by either Party of any act or matter will not be effective unless made in writing and signed by an authorized representative of the consenting, waiving, or approving Party.

16.6 Assignment. This Agreement is binding upon and inure to the benefit of the permitted successors and assigns of each Party. You may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder.

16.7 Survival. Termination of this Agreement will not affect the provisions that, by their nature, are intended to survive the termination hereof, including without limitation, Sections 4,5,9, and 11-16.

16.8 Entire Agreement. The current and present version of this Agreement constitutes the sole and entire agreement between you and the Company with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[End of End User License Agreement]