

# QUALITYAI TERMS OF SERVICE

This QualityAI Terms of Service ("**Agreement**") is entered into by and between QualityAI, LLC, a Florida limited liability company with its principal place of business at 4055 Central Avenue, St. Petersburg, Florida 33713 ("**QualityAI**"), and the customer accessing the Service, or otherwise identified in one or more Orders referencing this Agreement ("**Customer**"). This Agreement sets forth the terms and conditions under which QualityAI agrees to provide, and Customer agrees to obtain, access to the QualityAI online services described herein.

## 1. SOFTWARE AS A SERVICE.

1.1 Access. QualityAI shall make available to Customer the QualityAI software identified in one or more applicable orders referencing this Agreement (each, an "**Order**") as hosted by QualityAI for use by Customer within the use limitations set forth in the Order (the "**Service**") under the terms of this Agreement. Orders may be placed with QualityAI or an authorized QualityAI reseller. If Customer has not placed an Order, Customer is granted access to the Service on a trial basis subject to these terms (a "**Trial Subscription**").

1.2 Rights to the Service. Subject to the terms and conditions of this Agreement, QualityAI hereby grants Customer a non-exclusive, non-transferable, worldwide right during the Term to access the Service to use the Service solely for Customer's internal purposes up to the limits set forth in the applicable Order, or in the case of a Trial Subscription, for Customer's internal evaluation purposes. If Customer places an Order for the Service, that Order may entitle Customer to use the Service through one or more authorized users ("**Authorized Users**"),

1.3 Updates. At no charge to Customer, QualityAI shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, "**Updates**"). Updates (if any) shall be subject to the same terms and conditions of this Agreement.

1.4 Restrictions and Conditions. Customer shall not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) "frame," "mirror," copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any QualityAI technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the QualityAI online products and services; (f) circumvent or disable any security features or functionality associated with Service; or (g) use the Service in any manner prohibited by law. All rights not expressly granted to Customer are reserved by QualityAI, its suppliers and licensor.

1.5 AI Functionality. Customer acknowledges that the Service utilizes AI functionality. Customer acknowledges that artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, use of these services may in some situations result in incorrect output. Customer and any applicable end user should evaluate the accuracy of any output generated by AI as appropriate for its use case, including by using human review of the output. Output generated by AI is not error-free, may not work as expected, may generate incorrect information, and should not be relied on or used for advice of any kind. Notwithstanding anything to the contrary in this Agreement, QualityAI hereby disclaims all liability associated with any output generated by large language models or other artificial intelligence associated with the Service.

## 2. CONFIDENTIALITY.

2.1 Confidentiality. Each party agrees that, without the express consent of the other party, none of its employees or agents will disclose to any third party any information or material that the other party designates as confidential (including without limitation the terms and conditions of this Agreement) unless such information or material (a) is or becomes publicly known through no wrongful act of the receiving party, (b) is received from a third party without restriction and without breach of any confidentiality obligation to the other party, (c) is independently developed by the receiving party, or (d) is required by law to be disclosed (provided that the other party is given advance notice of, and an opportunity to, contest any such requirement).

2.2 Customer Content. As between the parties, Customer owns all rights, title and interest in and to all content and other data submitted by Customer or its Authorized Users to the Service ("**Customer Content**"). Customer shall have sole responsibility for the legality, reliability, accuracy and quality of Customer Content. Customer hereby grants to QualityAI a non-exclusive, royalty-free, worldwide license to use, copy, store, modify, distribute, transfer and display the Customer Content solely for the purpose of providing the Service to Customer, and for the limited purposes described in this Section. Notwithstanding the foregoing, QualityAI may use aggregated and anonymized Customer Content for any purpose. Resulting models will not include, or be reversible to expose, the identity of Customer, its Authorized Users or any other person. If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, QualityAI shall make available to Customer all Customer Content stored within the Service at the time of expiration or termination. Thirty (30) days after termination, QualityAI shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein.

3. **SERVICES**. Additional support services, including custom configuration, consulting, training and system integration, may be separately purchased from QualityAI under the terms of an addendum to this Agreement. For clarity, QualityAI has no obligation to support Customer's own technology, internal infrastructure, provide free training, or provide consulting on customer created content or third-party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work.

#### 4. CUSTOMER OBLIGATIONS.

4.1 Fees and Payment Terms. In consideration of the rights granted herein, Customer shall pay QualityAI the amounts specified in each applicable Order ("**Fees**"). If Customer enters into an Order with an authorized QualityAI reseller, Customer's payment obligations will be as set forth in Customer's Order placed with the applicable reseller.

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to Customer's execution of this Agreement or use of the Service (collectively, "**Sales Taxes**"). Customer shall be solely responsible for the payment of any Sales Taxes. In the event QualityAI is required to pay Sales Taxes on Customer's behalf, Customer shall promptly reimburse QualityAI for all amounts paid.

(b) All amounts shall be paid to QualityAI within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify QualityAI in writing of any disputed amounts.

(c) Fees not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. QualityAI further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to QualityAI shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of QualityAI.

(d) All prices and other payment terms are confidential information of QualityAI and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

(e) Except as otherwise specified in this Agreement, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the scope of the subscription cannot be decreased during the relevant subscription term.

4.2 Compliance with Laws. The QualityAI software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

#### 5. TERM AND TERMINATION.

5.1 Term. Unless otherwise specified in the Order, the initial term of this Agreement will begin on effective date of the applicable Order and shall continue thereafter until the End Date specified in the Order (the "Initial Term"), and shall thereafter automatically renew for additional periods of one (1) year unless either party provides written notice of its intention not to renew to the other party at least thirty (30) days prior to expiration of the current term (each a "**Renewal Term**," and collectively together with the Initial Term, the "**Term**"). If no End Date is specified in the Order, the End Date will be one year from the Effective Date of this Agreement. For Trial Subscriptions, the Initial Term will begin when Customer first accepts this Agreement, and will continue until terminated by a party, or replaced with a paid subscription under an applicable Order.

5.2 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof. Trial Subscriptions may be terminated by either party at any time.

5.3 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by QualityAI.

#### 6. INDEMNIFICATION.

6.1 Customer. Customer shall indemnify and hold QualityAI, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer's obligations under Section 1 or 4 of this Agreement. In the event QualityAI is required to seek legal remedies to enforce collection of any amounts due under this Agreement, Customer agrees to reimburse for all additional costs associated with collection of that past due amount, including reimbursement of collection and attorney's fees.

6.2 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

#### 7. WARRANTY/ LIABILITY/ TOTAL LIABILITY.

7.1 Mutual Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

7.2 Disclaimer. THE SERVICE AND ANY QUALITYAI TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "**SERVICES**") ARE PROVIDED STRICTLY ON AN "**AS IS**" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY QUALITYAI, ITS SUPPLIERS AND ITS LICENSORS.

7.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. QUALITYAI IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND QUALITYAI'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY QUALITYAI.

7.4 Limitation. CUSTOMER'S EXCLUSIVE REMEDY AND QUALITYAI'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE AGGREGATE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY QUALITYAI HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES QUALITYAI, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

7.5 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL QUALITYAI BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

7.6 Interpretation. The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

**8. NOTICES AND REQUESTS.** Either party may give notice to the other party by means of electronic mail to the primary contact designated by such party through the use of the Service or by written communication sent by first class mail or pre-paid post, either of which shall constitute written notice under this Agreement. All additional access licenses purchased by Customer during the Term shall be subject to the terms of this Agreement. For clarity, in no event shall any other term or provision of this Agreement be deemed modified, amended or altered as a result of such purchase and all other changes to this Agreement shall be governed by terms of Section 9, below.

**9. ADDITIONAL TERMS.** QualityAI shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by QualityAI and countersigned by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement.

**10. GENERAL.** This Agreement shall be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Florida. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of QualityAI to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Service will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement, together with it's the following exhibits, comprises the entire agreement between Customer and QualityAI and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein: