

WORLDSCAPE PLATFORM TERMS

The terms and conditions of this Agreement (as defined below) apply to all Platform Services provided by Worldscape Technology, Inc. ("**Worldscape**") to Customer pursuant hereto. By (a) placing an Order for Platform Services, (b) accepting, using, or paying for any Platform Services provided by Worldscape hereunder, or (c) checking or clicking an "I accept" or similar box or button displayed on an online order interface that indicates acceptance of these Platform Terms ("**Terms**"), Customer accepts the terms of this Agreement. If an individual is accepting this Agreement on behalf of a company or other legal entity, such individual represents and warrants that they have the authority to bind such company or other legal entity to the terms of this Agreement, and "Customer" will refer to such company or other legal entity. Any acceptance of an Order by Worldscape is expressly conditioned on Customer's assent to the terms of this Agreement. This Agreement applies notwithstanding any terms and conditions contained in, referenced in, or accompanying any purchase order or other document, record, or communication issued or otherwise transmitted by Customer, whether in written, electronic, or any other form ("**Customer Correspondence**"). Any terms and conditions contained in any Customer Correspondence that are different from or in addition to the terms and conditions of this Agreement or any terms in Worldscape's Order Confirmation are expressly rejected by Worldscape. No conduct by Worldscape, including provision or delivery of any Platform Services, will constitute, or be construed to constitute, Worldscape's assent to or recognition of an agreement containing terms and conditions that are different from or are not contained in this Agreement or Worldscape's Order Confirmation.

1. Definitions. Capitalized terms used in this Agreement have the meanings set forth below unless defined elsewhere in the Agreement.

1.1 "Agreement" means (a) these Terms, together with (b) applicable Commercial Terms.

1.2 "AUP" means Worldscape's acceptable use policy as published by Worldscape or otherwise made available to Customer by Worldscape, as may be updated by Worldscape from time to time.

1.3 "Authorized User" means any individual that Customer has authorized to access and use the Platform Services in connection with Customer's own business operations, which individual may be an employee or contractor of Customer or of Customer's service provider or other third party that Customer has authorized to access and use the Platform Services on Customer's behalf in connection with Customer's own business operations.

1.4 "Customer" means the person or entity purchasing or licensing Platform Services from Worldscape and identified in Worldscape's Order Confirmation.

1.5 "Customer Data" means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by Customer or on Customer's behalf through the Platform Services or to Worldscape in connection with Customer's use of the Platform Services, including for purposes of influencing output generated by the Platform Services or the Platform Services' generation of such output ("**Input**"), but excluding, for clarity, Service Data and any other information, data, content or other materials owned or controlled by Worldscape and made available through or in connection with the Platform Services.

1.6 "Documentation" means product and user documentation, training materials, specifications, minimum system configuration requirements, acceptable use policies, usage and capacity limitations, compatible device and hardware lists and other similar materials in hard copy or electronic form if and as provided by Worldscape to Customer (including any revised versions thereof) relating to the use of the Platform Services, which may be updated from time to time.

1.7 "Order" means a written (including electronic) order for Platform Services submitted by Customer through an ordering process established by Worldscape for Platform Services, including any such ordering process provided via any online sales portal or marketplace operated, used, or authorized by or for Worldscape.

1.8 "Order Confirmation" means an express written (including electronic) communication provided by or on behalf of Worldscape indicating Worldscape's agreement to provide Platform Services identified in such communication, to the Customer identified in such communication, upon these Terms and any applicable

commercial terms specific to the Platform Services identified in such communication (such as plan type and term of Platform Services, fees and related storage, volume, and pricing metrics, and similar terms) (“**Commercial Terms**”).

1.9 “Output” means output generated by the Platform Services for Customer in response to Input or any other request, prompt, or other interaction by Customer or its Authorized Users with the Platform Services.

1.10 “Service Data” means all data, models, observations, reports, analyses, statistics, databases and other information created, compiled, analyzed, generated or derived by Worldscape from server, network or traffic data generated by Worldscape in the course of providing the Platform Services, including any machine-learning or artificial intelligence algorithms and models trained by Worldscape (including through use of Input) in the course of providing the Platform Services.

1.11 “Subscription Plan” means the Platform Services plan Customer has ordered and any applicable Worldscape Software, including any Commercial Terms, in each case as identified in the applicable Order Confirmation.

1.12 “Subscription Term” has the meaning given in Section 4.1.

1.13 “Worldscape Software” means any algorithms, interfaces (including application programming interfaces (APIs)), applications, agents, tools, scripts, models, simulations, databases, systems, and other software and technology made available by Worldscape to Customer in connection with the Platform.

1.14 “Worldscape Technology” means the Platform Services, the Worldscape Software, and any algorithms, models, interfaces (including application programming interfaces (APIs)), applications, agents, tools, scripts, simulations, databases, systems, software, know-how, processes, methods, and any other technology used to provide or deliver the Platform Services, and all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship).

2. Overview; Orders.

2.1 Overview. This Agreement governs the access and use of Worldscape’s cloud-based data fabric platform combining real-time data ingestion, simulation, and artificial intelligence (AI) decision support (“**Platform**”) that is provided as part of a subscription or requires a Worldscape account (together with any Worldscape Software, collectively, the “**Platform Services**”). Worldscape makes the Platform available as (a) a “cloud plan” serverless offering, hosted on cloud-based servers provided by Worldscape and its third-party cloud service providers and (b) a “bring your own infrastructure” offering, hosted on cloud-based servers provided by Customer and its third-party cloud service providers.

2.2 Order Acceptance and Changes. An Order is not binding upon Worldscape until it is accepted by Worldscape. If Worldscape’s Order Confirmation is subject to or contains different or additional terms than those set forth or referenced in an Order, Worldscape’s Order Confirmation constitutes a rejection of the Order and a counteroffer by Worldscape under these Terms and the terms of Worldscape’s Order Confirmation. Similarly, Worldscape’s processing of payment for or provision of any Platform Services in response to any Order that is not subject to these Terms, or that differs from Worldscape’s Order Confirmation, constitutes a rejection of the Order and a counteroffer by Worldscape under these Terms and the terms of Worldscape’s Order Confirmation. Customer’s acceptance or use of the applicable Platform Services or payment therefor constitutes Customer’s acceptance of Worldscape’s counteroffer to provide the Platform Services under these Terms and the terms of Worldscape’s Order Confirmation. Worldscape may verify Customer’s method of payment and service address before accepting the Order and may, at its discretion, decline the Order (or any part of the Order). If Worldscape declines the Order (or any part thereof), Worldscape will attempt to notify Customer using the e-mail address or other contact information provided with the Order. Worldscape may also contact Customer (via the e-mail address or other contact information provided by Customer) regarding the status of the Order and to provide Customer with any other notices, disclosures or communications concerning the Order. Any requested change by Customer to an Order must be mutually agreed upon in writing by the parties and may require a change in fees reflecting the inclusion, deletion, or substitution of any Platform Services or other products or services provided by Worldscape, as well as Worldscape’s costs of processing such change. Worldscape reserves the right, at any time, to make

alterations in design, form, features, functionality, performance, and scope of the Platform Services and to discontinue its offering of any Platform Services or other products and services offered by Worldscape.

3. Platform Services; Access and Use.

3.1 Access to Platform Services. Subject to all the terms and conditions set forth in this Agreement and any additional license restrictions set forth in the Order Confirmation, and provided all applicable fees have been paid by Customer, Worldscape grants Customer a limited, non-exclusive, personal, non-transferable and non-sublicensable right to access and use the Platform Services specified in Customer's Order in accordance with its Documentation during the applicable Subscription Term, solely for Customer's internal business purposes and subject to the limits and conditions corresponding to Customer's Subscription Plan.

3.2 License to Worldscape Software. In connection with Customer's use of the Platform Services, Worldscape may provide certain Worldscape Software, as may be stated or referenced in an applicable Order, that is intended to or may optionally be installed and executed in Customer's computing environment. Worldscape Software is licensed to Customer as set forth in this Section, not sold. Subject to all the terms and conditions set forth in this Agreement and any additional license restrictions set forth in the Order Confirmation, Worldscape grants Customer, under Worldscape's intellectual property rights embodied in the Worldscape Software as provided to Customer, a limited, non-exclusive, personal, non-transferable and non-sublicensable license to install and execute such Worldscape Software specified in Customer's Order in accordance with its Documentation in a computing environment owned or controlled by Customer during the specified Subscription Term, solely for Customer's internal business purposes and solely in connection with Customer's use of the applicable Platform Services and subject to the limits and conditions corresponding to Customer's Subscription Plan. Customer will reproduce all of Worldscape's and its licensors' copyright notices and any other proprietary rights notices contained in the Worldscape Software (and not remove or alter any of the foregoing) in all copies that Customer makes.

3.3 Third-Party Services. Certain features and functionalities within the Platform Services may allow Customer and Customer's Authorized Users to interface or interact with, access and/or use compatible third-party services, content, applications, products and other technology, including open source software (collectively, "**Third-Party Services**") through the Platform Services. Customer agrees and acknowledges that (a) additional or different terms and conditions may apply with respect to such Third-Party Services, (b) use of such Third-Party Services is subject to such additional terms and conditions, including all warranty disclaimers and limitations on liability therein ("**Third-Party License Terms**") to which Customer hereby agrees, and (c) Worldscape does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Platform Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. As between Worldscape and Customer, Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Platform Services.

3.4 Open Source Software. For clarity, all open source software that Worldscape may package with, incorporate, embed, or otherwise include in, or provide in connection with the Platform Services or associated Worldscape Software ("**OSS**") is licensed to Customer exclusively under the terms of their applicable Third-Party License Terms. Notwithstanding the foregoing, the licenses granted to Customer in this Section 3 do not include the right to, and Customer will not, and Customer will not permit any other individual or entity to, modify, combine, integrate or otherwise use the Platform Services or any associated Worldscape Technology with open source software or any other software or materials in such a manner that requires, or could require, the Platform Services or any associated Worldscape Technology, in whole or part, to be (a) disclosed or distributed to third parties in source code form, (b) licensed to third parties for the purpose of making derivative works, or (c) redistributable by third parties at no charge, including under the terms of the GNU General Public License version 3, the GNU Affero General Public License version 3, the GNU Lesser General Public License version 3, or any prior or successor versions or equivalents of the foregoing. The text of any Third-Party License Terms for OSS is provided either with the Order Confirmation or the Documentation (including any "help," "about," "readme" or similar files referenced therein), and/or is accessible by Customer on a website specified in the Order Confirmation or Documentation or otherwise designated by Worldscape, or as otherwise made available by Worldscape, in each case as required under such Third-Party License Terms.

3.5 Restrictions. Unless otherwise expressly permitted in writing by Worldscape, Customer will not at any time and will not permit any individual or entity (including Authorized Users) to, directly or indirectly: (a) use the Worldscape Technology in any manner beyond the scope of rights expressly granted in this Agreement or any Order, including any limits and conditions corresponding to Customer's Subscription Plan; (b) reproduce, modify or create derivative works of the Worldscape Technology or Documentation, in whole or in part; (c) decipher, reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to the Worldscape Technology or any components, models, algorithms or systems used to provide the Worldscape Technology (including to engage in "model scraping" or "model distillation"), in whole or in part, or engage in any of the adversarial attacks set forth in the NIST AI 100-2 E2025 publication available at <https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.100-2e2025.pdf>, including any form of poisoning attack such as model poisoning and data poisoning; (d) frame, mirror, sell, resell, distribute, sublicense or otherwise transfer or make available the Platform Services or any associated Worldscape Technology or Documentation to any other individual or entity, including as part of a product or service or to perform a service, including by using or making available to any individual or entity any of the foregoing or their functionality on a service bureau, time sharing, hosting or other computer services basis, such as software-as-a-service, platform-as-a-service, infrastructure-as-a-service or other similar online service; (e) use the Worldscape Technology or Documentation, or Output, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any individual or entity, or that violates any applicable law or the AUP; (f) interfere with, or disrupt the integrity or performance of, the Worldscape Technology, or any data or content contained therein or transmitted thereby; (g) access or search the Worldscape Technology (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than by using features of the Worldscape Technology expressly provided by Worldscape for such purposes; (h) use the Worldscape Technology, Documentation or any other Worldscape Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Platform Services; or (i) include in any Customer Data or otherwise expose the Worldscape Technology to, any programs, subroutines, code, instructions, data or functions (including viruses, worms, malware, date bombs, time bombs, logic bombs, disabling codes or instructions, shut-down devices or code, counter devices or devices intended to collect data regarding usage or related statistics, spyware, Trojan horses, trap doors, back doors, Easter eggs, cancelbots, keys, authorization codes, or passwords) that could be used to (1) access, whether physically, electronically, remotely, or otherwise, (2) cease operating, or (3) damage, interrupt, interfere with or hinder the operation of or reduce or change the functionality, features, or performance of, any of the Platform Services or any other Worldscape Technology, including software or data.

3.6 Authorized Users. Worldscape will provide to Customer's Authorized Users, or permit Authorized Users to choose, a username and password, and/or provide other access control or security credentials (collectively, "**User Credentials**") that such Authorized User may use to access and use the Platform Services in accordance with this Agreement. Worldscape reserves the right to suspend or revoke User Credentials and access to or use of the Platform Services in the event of any misuse, abuse, or failure to comply with the terms and conditions of the Agreement. Customer: (a) is responsible for protecting all User Credentials from disclosure to or discovery by third parties and any unauthorized use by third parties; (b) will not provide any User Credentials to any party other than a single designated Authorized User; and (c) will remain fully responsible and liable for (and in no event will Worldscape be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials or the Platform Services by Customer's Authorized Users, and hereby authorizes any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of any User Credentials. User Credentials are personal to a specific Authorized User and may not be shared or transferred without Worldscape's express prior written consent. In the event of any actual or suspected misuse, abuse, or unauthorized use, or any suspected disclosure to or discovery by third parties, of any User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Customer will immediately notify Worldscape.

3.7 Infrastructure. Customer is responsible for obtaining, maintaining and paying for all hardware, software, network access, and all telecommunications and other services and equipment needed for Customer to access and use the Platform Services as set forth in the Order Confirmation ("**Infrastructure**") and for ensuring that all such Infrastructure meets the minimum requirements applicable to such Infrastructure as may be identified by

Worldscape from time to time. For clarity, if the Order Confirmation indicates that Customer will use its existing third-party cloud service provider on a “bring your own infrastructure” model, Customer is solely responsible for obtaining and maintaining any associated licenses and consents necessary for Customer to use the third-party cloud service provider as Infrastructure in connection with the Platform Services, and paying any related fees.

3.8 Reservation of Rights. Except for the limited rights expressly granted herein, (a) Worldscape reserves all rights, title and interest in and to the Worldscape Technology and Documentation, including all intellectual property rights therein, and (b) nothing in this Agreement will grant or otherwise confer, or be construed to grant or otherwise confer, upon Customer any right, title, interest, or license in, to, or under any intellectual property rights of Worldscape, whether express, by implication, estoppel, or otherwise, and all such right, title and interest will be and remain the sole and exclusive property of Worldscape.

3.9 Feedback. From time to time Customer or Customer’s Authorized Users may provide Worldscape with suggestions, comments, feedback or the like with regard to the Platform Services (collectively, “**Feedback**”). Customer hereby grants Worldscape a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Worldscape’s business purposes, including the testing, development, maintenance and improvement of the Platform Services and other Worldscape Technology.

3.10 Trial Services; Free Services. Worldscape may offer free or trial versions of the Platform Services (“**Free Services**”) from time to time. With respect to each such Free Service, Worldscape will make each such Free Service available to Customer free of charge as set forth in each applicable Order until the earlier of (a) the end of the Subscription Term for the Free Service (if applicable); (b) the start date of Customer’s Subscription Term for the Paid Services (as defined in Section 4.3) version of such Free Service; or (c) termination of the Free Service by Worldscape in its sole discretion. Notwithstanding Section 9 or Section 11, Worldscape will have no liability for any harm or damage arising out of or in connection with any Free Services.

3.11 Preview Services. From time to time, Worldscape may make non-production versions of the Platform Services that are under development (“**Preview Services**”) available to Customer under applicable Orders. Customer may access these Preview Services at Customer’s sole discretion. Preview Services are intended for testing purposes only, and may be subject to additional terms that will be presented to Customer at the time of sign-up. Worldscape is not obligated to provide Customer with support for the Preview Services or correct any bugs, defects, or errors in the Preview Services. Unless otherwise stated, any Subscription Term for Preview Services will terminate upon the earlier of 60 days from the testing start date or the date that a version of the Preview Services becomes generally available without the applicable Preview Services designation. Worldscape may discontinue, suspend, or remove Preview Services (including any Customer Data stored as part of the Preview Services) or Customer’s access thereto at any time in its sole discretion and may never make them generally available. In the event that a version of a Preview Service becomes generally available without the applicable Preview Service designation, Customer may be permitted to continue using the generally available Free Services or Paid Services, subject to additional Orders and terms as provided in the Agreement. Customer understands that any information Customer obtains regarding Preview Services is Worldscape’s Confidential Information, and Customer agrees not to disclose such information except as provided herein, and to only use such information in connection with Customer’s use of the Preview Services. Notwithstanding Section 9 or Section 11, Worldscape will have no liability for any harm or damage arising out of or in connection with any Preview Services.

3.12 Support. During the Subscription Term, Worldscape will use commercially reasonable efforts to provide Customer with customer support for the applicable Platform Services pursuant to Worldscape’s service level agreements (if any) and support policies as specified in Worldscape’s Order Confirmation and as otherwise described on the Worldscape website (www.worldscape.ai).

4. Subscription Term; Billing.

4.1 Subscription Term; Renewal. Platform Services are provided to Customer on a subscription basis, subject to a recurring plan fee as set forth in the Pricing Annex attached hereto, for the length of time specified for Customer’s Subscription Plan or otherwise stated in the applicable Order Confirmation (“**Subscription Term**”). Unless otherwise specified, all of Customer’s subscriptions for Platform Services will automatically renew for periods

equal to Customer's initial Subscription Term, and Customer will be charged at Worldscape's then-current rates unless Customer cancels Customer's subscription for the Platform Services through the Worldscape account dashboard prior to Customer's next scheduled billing date.

4.2 Consumption-Based Fees. Use of the Platform Services is also billed based on Customer's consumption of "Actions" (as defined in the Pricing Annex attached hereto), as set forth in the Pricing Annex. A limited level or quantity of Actions may be included in Customer's Subscription Plan for a limited term without additional charge as set forth in the Pricing Annex. If Customer conducts Actions beyond the quantity included in Customer's Subscription Plan, Customer will pay for Customer's consumption of Actions as indicated in the applicable Order Confirmation, which may be "pay-as-you-go" (charged on a monthly basis in arrears based on Customer's actual usage in the preceding month), on an annual or multi-annual upfront commitment basis, or other payment plan indicated in the applicable Order Confirmation. Payment for these purchases will be charged as set forth in the Pricing Annex. Use of the Platform Services may also be subject to additional fees, including fees based on Customer's consumption of storage, as set forth in the Pricing Annex if applicable.

4.3 Billing. In order to access those Platform Services for which Worldscape requires payment ("Paid Services"), Customer will be required to provide Worldscape (or Worldscape's designee or service provider) with Customer's credit card information, automated clearing house (ACH) payment information, or other approved method of payment ("Payment Method"). By providing a Payment Method, Customer is authorizing Worldscape (or Worldscape's designee or service provider) to charge Customer's Payment Method on a monthly, annual, or pay-as-you-go basis, or as otherwise applicable for the fees associated with the Paid Services that Customer orders or consumes in accordance with the applicable Order Confirmation. Worldscape will begin billing Customer's Payment Method for the Paid Services on the first day of the Subscription Term as set forth in the applicable Order Confirmation, regardless of whether Customer has fully configured the Paid Services as of that date. Fees for Paid Services are non-refundable except as expressly set forth otherwise in this Agreement. If Customer cancels Platform Services during their Subscription Term, Customer will be billed in full for the Subscription Term in which Customer cancels and no refunds will be provided for the unused portion of such Subscription Term.

4.4 Payment. Any Payment Method that Customer provides Worldscape must be valid and kept current by Customer during the Subscription Term. By providing Worldscape with a Payment Method, Customer represents and warrants that Customer is authorized to use such Payment Method. If Worldscape cannot charge Customer's selected Payment Method for any reason (such as expiration or insufficient funds), Customer remains responsible for any uncollected amounts, and Worldscape will attempt to charge the Payment Method again as Customer may update Customer's Payment Method information. In accordance with local law, Worldscape may update information regarding Customer's selected Payment Method if provided such information by Customer's financial institution. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Worldscape may suspend the Platform Services until all payments are made in full. Customer will reimburse Worldscape for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

4.5 Price Changes. Worldscape reserves the right to change the fees it charges for the Platform Services, at any time in its sole discretion, provided that Worldscape gives Customer at least 30 days' prior notice of such changes. Unless otherwise specified in such notice to Customer, any changes to such fees will take effect in the billing period immediately following Worldscape's notice to Customer.

4.6 Taxes. Unless otherwise stated, Worldscape's charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Customer is responsible for paying Taxes, except those assessable against Worldscape as measured by its net income. Unless Customer provides evidence of an exemption, Worldscape will invoice and charge Customer for such Taxes if Worldscape believes it has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced.

5. Suspensions. Worldscape may suspend Customer's or any Authorized User's right to access or use any portion or all of the Platform Services immediately upon notice to Customer if Worldscape determines: (a) Customer's or an Authorized User's use of the Platform Services (i) poses a security risk to the Platform Services or any third party, (ii) could adversely impact Worldscape's systems, the Platform Services or the systems of any other

Worldscape customers, or (iii) could subject Worldscape, its affiliates, or any third party to liability; (b) Customer is in breach of any obligations hereunder or any related policies, including Customer's payment obligations under Section 4; or (c) Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If Worldscape suspends Customer's right to access or use any portion or all of the Platform Services: (x) Customer remains responsible for all fees Customer has incurred during or prior to the period of suspension; and (y) Customer will not be entitled to any refund or credit for any period of suspension.

6. Termination.

6.1 For Convenience. Customer may cancel the Subscription Term for any or all Platform Services (together with the applicable Order) at any time through the Worldscape account dashboard, effective at the end of their then-current Subscription Terms, and further terminate this Agreement upon the termination of all Subscription Terms (and all applicable Orders) by closing Customer's account through the Worldscape account dashboard. Worldscape may terminate the Subscription Terms for any or all Platform Services (together with the applicable Orders), and as applicable this Agreement and Customer's account, for any reason by providing Customer at least 30 days' advance notice, effective (a) at the end of their then-current Subscription Terms in which the notice is given, or (b) at the end of the next renewal term if Customer's Subscription Term renews prior to the end of such 30 day period.

6.2 For Cause. Either party may terminate this Agreement, and the Subscription Terms for all Platform Services (and all applicable Orders), for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. Worldscape may also terminate the Subscription Terms for any or all Platform Services (together with the applicable Orders), and as applicable this Agreement and Customer's account, immediately upon notice to Customer: (a) if Worldscape has the right to suspend Customer's access to and use of any Platform Services under Section 5; (b) if Worldscape's relationship with a third-party partner who provides software or other technology used to provide a Platform Services expires, terminates or requires Worldscape to change the way Worldscape provides the software or other technology as part of the Platform Services, or (c) in order to comply with applicable law or requests of governmental entities.

6.3 Effect of Termination. Upon termination of a Subscription Term, or as applicable this Agreement and Customer's account: (a) the rights granted to Customer pursuant to Section 3 and applicable Orders will terminate and Customer will cease all access of the Worldscape Services and all use of applicable Worldscape Technology and Documentation, (b) Customer will immediately destroy or delete, or if instructed by Worldscape return, all applicable Worldscape Technology, Documentation and Confidential Information of Worldscape in Customer's possession or control, including permanent removal (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments. No termination will affect Customer's obligation to pay all fees that may have become due or otherwise accrued through the effective date of termination, or entitle Customer to any refund or credit. Worldscape will allow Customer to retrieve Customer Data for the applicable Platform Services for a period of 30 days following the termination date only if Customer has paid all amounts due under this Agreement. The following Sections will survive termination of this Agreement: 1, 3.3, 3.4, 3.5, 3.8, 3.9, 3.10, 3.11, 4, 6.3, 7, 8.3, 9, 10, 11, and 12.

7. Confidential Information.

7.1 Definition. As used herein, "**Confidential Information**" means any information that one party (the "**Disclosing Party**") provides to the other party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Worldscape Technology and Documentation will be deemed Confidential Information of Worldscape. However, Confidential Information will not include any information or materials that: (a) were, at the date of disclosure, or subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (b) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party without restrictions on use and disclosure; (c) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or

(d) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. To the extent the terms and conditions of this Agreement or any Order constitute Confidential Information of either or both parties, each may be disclosed on a confidential basis to the parties' advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

7.2 Obligations. The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (b) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

7.3 Duration. Each Party's obligations of non-disclosure with regard to Confidential Information will expire five years from the date first disclosed to the Receiving Party; *provided*, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.4 Relationship to Other Agreements. Worldscape and Customer may be parties to other non-disclosure agreements ("NDAs"). This Section 7 will apply to the activities of Worldscape and Customer under this Agreement but will not limit or otherwise affect the validity, enforceability, or applicability of other NDAs with respect to any confidential information shared under those NDAs.

8. Customer Data and Output; Service Data; Security.

8.1 Customer Data and Output. As between Customer and Worldscape, Customer will retain all right, title and interest in and to Customer's Customer Data (including Input), including all intellectual property rights therein. Subject to the terms of this Agreement, Customer hereby grants Worldscape a non-exclusive, worldwide, royalty-free right and license to access, use, store, reproduce, display, perform, modify and otherwise process the Customer Data (including Input) solely for the purpose of (a) hosting, operating, improving and otherwise providing the Platform Services and applicable Worldscape Technology during the applicable Subscription Term, (b) enforcing the AUP, (c) complying with applicable law or requests of governmental entities, and (d) developing, training, and improving the Platform Services and Worldscape Technology (including training and improving algorithms and models), subject to the remainder of this Section 8.1. For clarity, Customer may use any Output generated by Customer's Input in connection with Customer's permitted use of the Platform Services, subject to the terms and conditions of this Agreement. Worldscape will not use any Customer Data (including Input) or Output generated by Customer's Input in a manner that would allow any third party to access or derive such Customer Data or Output in its original form, but Worldscape may use and disclose derivative or aggregated data based thereon in a manner that does not allow any third party to access or derive such Customer Data or Output in its original form.

8.2 Representations by Customer. Customer represents and warrants that (a) Customer has obtained and will obtain and continue to have, during all applicable Subscription Terms, all necessary rights, authority, and licenses for the access, use and other processing of the Customer Data as contemplated by this Agreement, including any personal data of European data subjects as those terms are defined by EU and UK Data Protection Laws (collectively, "**Personal Data**") and (b) Worldscape's access, use and other processing of the Customer Data in accordance with this Agreement will not violate any applicable laws, rules or regulations or cause a breach of any agreement or obligations between Customer and any third party. "**EU and UK Data Protection Laws**" means all laws and regulations of the European Union, the European Economic Area, their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data, including (where applicable) the Swiss Federal Act on Data Protection, the UK Data Protection Act and the General Data Protection Regulation (Regulation (EU) 2016/679 of the

European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data).

8.3 Service Data. Worldscape has the right, but not the obligation, to monitor access and use of the Platform Services by Customer and Authorized Users, including any related logs, by any means (including remote access), including to verify compliance with the Agreement and calculate fees owed (including any fees based on usage). Worldscape retains all right, title, and interest in and to all Service Data, including the right to use Service Data for the purposes of providing, maintaining, developing, and improving the Platform Services and applicable Worldscape Technology. To the extent the Service Data includes any Personal Data, Worldscape will handle such Personal Data in compliance with applicable data protection laws.

8.4 Data Processing; Security. If Customer Data includes Personal Data, then Worldscape is a data processor or sub-processor, as applicable, and Worldscape will handle such Personal Data in compliance with Worldscape's Data Processing Agreement as published by Worldscape or otherwise made available to Customer by Worldscape, as may be updated by Worldscape from time to time ("DPA"). The DPA is hereby incorporated by reference into this Agreement. Worldscape implements security procedures to help protect Customer Data from security threats. However, Customer understands that Customer's use of the Platform Services necessarily involves transmission of Customer Data over networks that are not owned, operated or controlled by Worldscape, and Worldscape is not responsible for any Customer Data that is lost, altered, intercepted or stored across such networks. Worldscape cannot guarantee that its security procedures will be error-free, that transmissions of Customer Data will always be secure or that unauthorized third parties will never be able to defeat Worldscape's security measures or those of its third party service providers. Customer is responsible for implementing and utilizing the security measures made available by Worldscape to protect Customer Data in compliance with applicable law.

9. Indemnification.

9.1 By Worldscape. Subject to the exclusions set forth herein, Worldscape will defend Customer against any claim, suit or proceeding brought by a third party ("Claim") alleging that the Paid Services as provided by Worldscape to the extent used by Customer as expressly permitted herein infringes or misappropriates such third party's intellectual property rights, and will indemnify and hold Customer harmless against any damages and costs awarded against Customer or agreed in settlement by Worldscape (including reasonable attorneys' fees) resulting from such Claim.

9.2 Exclusions. Worldscape's obligations under Section 9.1 will not apply if the underlying Claim arises from or as a result of: (a) Customer's breach of this Agreement, negligence, willful misconduct or fraud, or violation of any applicable laws and regulations; (b) any Customer Data (including any Input) or any Output unique to Customer's Input; (c) Customer's failure to use any enhancements, modifications, or updates to the Platform Services that have been provided by Worldscape; (d) modifications to the Platform Services by anyone other than Worldscape; or (e) combinations of the Platform Services with hardware, software, data or other materials not provided by Worldscape.

9.3 Mitigation. If Worldscape reasonably believes the Paid Services (or any associated component of Worldscape Technology) could infringe any third party's intellectual property rights, Worldscape may, at its sole option and expense use commercially reasonable efforts to: (a) modify or replace the Paid Services, or any component or part thereof, to make it non-infringing; or (b) procure the right for Customer to continue their use, or (c) terminate this Agreement, in its entirety or with respect to the affected Paid Services, by providing written notice to Customer. In the event of any such termination, Worldscape will refund to Customer a pro-rata portion of the fees that Customer paid for the unexpired portion of the Subscription Term, including, if applicable the pro-rata portion of any prepaid consumption-based fees that have not been consumed as of the effective date of such termination. The rights and remedies set forth in this Section 9 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of intellectual property rights in connection with the Paid Services.

9.4 By Customer. Customer will defend Worldscape against Claims arising from: (a) any Customer Data (including any Input) or any Output unique to Customer's Input, or Worldscape's use thereof as contemplated in this Agreement, including any Claim that the use, provision, transmission, display, storage or other processing of Customer Data (including any Input) or any Output unique to Customer's Input (i) infringes, misappropriates or otherwise violates any third party's intellectual property rights or privacy or other rights or (ii) violates any applicable

law, rule or regulation; or (b) use of the Platform Services, or any associated Worldscape Technology, by Customer or Customer's Authorized Users in a manner that is not in accordance with this Agreement, applicable Orders or Order Confirmations, or the Documentation, including any breach of the limitations, restrictions and obligations in Section 3; and in each case, Customer will indemnify and hold harmless Worldscape against any damages and costs awarded against Worldscape or agreed in settlement (including reasonable attorneys' fees) resulting from such Claim.

9.5 Indemnification Procedures. The party seeking defense and indemnity (the "**Indemnified Party**") will promptly notify the other party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (*provided* that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount to be paid by the Indemnifying Party, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party. Notwithstanding the foregoing, Worldscape reserves the right, at its own expense, to assume the exclusive defense and control of any Claim otherwise subject to defense and indemnification by Customer (and without limiting Customer's obligations with respect to such Claim), and in such case, Customer agrees to cooperate with Worldscape's defense of such Claim at Customer's own expense.

10. Warranty Disclaimers. THE PLATFORM SERVICES, INCLUDING ALL ASSOCIATED WORLDSCAPE TECHNOLOGY, DOCUMENTATION, SUPPORT AND OTHER SERVICES, AND OUTPUT, ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WORLDSCAPE EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. Worldscape makes no warranty that the Platform Services or any Output will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis or as to the quality, accuracy, timeliness, completeness or reliability of any Output or any other information, content or results derived from the Platform Services. Due to the nature of machine learning, (a) Output may not be unique and the Platform Services may generate the same or similar output for other parties; and (b) the Platform Services may in some situations produce Output that is inaccurate, incorrect, offensive or otherwise undesirable. The accuracy, quality, and compliance with applicable law of Output is dependent upon and commensurate with that of the Input provided. Customer is responsible for evaluating the content, nature, accuracy, and appropriateness of any Output, including by using human review of Output.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WORLDSCAPE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY ARISING FROM CUSTOMER DATA OR OUTPUT (OR THE USE THEREOF) OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES OR ANY ASSOCIATED WORLDSCAPE TECHNOLOGY OR DOCUMENTATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WORLDSCAPE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WORLDSCAPE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING FROM THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES OR ANY ASSOCIATED WORLDSCAPE TECHNOLOGY OR DOCUMENTATION, WILL NOT EXCEED THE LESSER OF (A) THE FEES ACTUALLY RECEIVED BY WORLDSCAPE FROM CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE FIRST CLAIM BROUGHT BY CUSTOMER, OR (B) FIVE THOUSAND U.S. DOLLARS (\$5,000). NOTWITHSTANDING THE FOREGOING, IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO

WORLDSCAPE, INCLUDING FOR FREE SERVICES OR PREVIEW SERVICES, IN NO EVENT WILL WORLDSCAPE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WORLDSCAPE AND CUSTOMER.

12. General.

12.1 Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Customer and Worldscape with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings (written and oral) with respect to its subject matter. In the event of any inconsistency or conflict between this Agreement and an Order Confirmation, this Agreement will take precedence. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties.

12.2 Assignment. Customer may not assign or transfer this Agreement or Customer's rights hereunder, in whole or in part, by operation of law or otherwise, without Worldscape's prior written consent. Any purported or attempted assignment, delegation or other transfer of any rights or obligations under the Agreement in contravention of the foregoing sentence will be null and void. Worldscape may assign this Agreement at any time without notice.

12.3 Waiver; Severability. The failure to require performance of any provision will not affect Worldscape's right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. In the event that any part of this Agreement is held to be illegal, invalid or unenforceable, that part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

12.4 Governing Law. This Agreement will be governed by the laws of the State of Washington without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, Customer and Worldscape agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within King County, Washington for the purpose of litigating all such disputes.

12.5 Publicity. Customer agrees to allow Worldscape to identify Customer as a customer, to use Customer's name in connection with proposals to prospective customers, to hyperlink to Customer's website's home page, to display Customer's logo on the Worldscape website, and to otherwise refer to Customer in print or electronic form for marketing or reference purposes. If Customer does not wish for Worldscape to use Customer's name or logo in any of the preceding ways, please contact customers@worldscape.ai.

12.6 Government Use. The Platform Services, associated Worldscape Technology and Documentation were developed solely at private expense and are "commercial products", "commercial services", or "commercial computer software" as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with federal law and regulations. If these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue Customer's use thereof.

12.7 Export Regulation. Customer affirms that Customer and Authorized Users are not named on, owned by, or acting on behalf of any U.S. government denied-party list, and Customer will comply fully with all relevant export control and sanctions laws and regulations of the United States and any other applicable jurisdictions ("**Export Laws**") to ensure that none of the Worldscape Technology, Documentation or Customer Data, nor any technical data related thereto, is: (a) used, exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

12.8 Construction and Interpretation. In this Agreement, the word "including" (and similar words) means "including but not limited to"; the word "or" will not be exclusive; and references to any agreement, law, regulation,

or policy means that item as it may later be amended. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. Each party acknowledges and agrees that it has been represented by legal counsel of its choice throughout the negotiation of this Agreement, that it has participated in the drafting thereof, and that this Agreement will not be construed in favor of or against either party solely on the basis of a party's drafting or participation in the drafting of any portion of this Agreement.

12.9 Contact Information and Notices. The Platform Services are offered by Worldscape Technology, Inc., whose address for notice is legal@worldscape.ai. Customer may contact Worldscape by sending correspondence to the foregoing address or by emailing Worldscape at support@worldscape.ai; *provided*, however, to give Worldscape legal notice under this Agreement, Customer must deliver such notices to Worldscape by personal delivery, overnight courier or registered or certified mail to the mailing address listed above. Worldscape may update the address for such notices by posting a notice on the Worldscape website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. Worldscape may provide any notice to Customer under this Agreement by: (a) posting a notice on the Worldscape website; or (b) sending a message to the email address then associated with Customer's account. Notices Worldscape provides by posting on the Worldscape website will be effective upon posting and notices Worldscape provides by email will be effective when Worldscape sends the email. It is Customer's responsibility to check the Worldscape website and Customer's email regularly for notices and to keep Customer's email address current. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Worldscape sends the email, whether or not Customer actually receives the email. Customer agrees that any notices, agreements, disclosures, or other communications that Worldscape sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

Pricing Annex

Please contact Worldscape directly for our Pricing