COTOOL TERMS OF SERVICE

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Version: 1.0

These Cotool Terms of Service (these "**Terms**") form a binding agreement between Cotool, Inc., a Delaware corporation ("**Cotool**," "**we**," "**us**," or "**our**"), and the entity or person that registers for, accesses, or uses the Services ("**Customer**" or "**you**").

PLEASE READ THESE TERMS CAREFULLY. They include free-trial auto-conversion, automatic-renewal with Fees, and recurring-billing provisions (Sections 7 and 8), a license for Cotool to use Customer Data to operate and improve its products (Section 6), disclaimers of warranties (Section 13), limitations of liability (Section 15), and binding arbitration and a class action waiver (Section 19).

1. Acceptance; Who Is Bound

1.1 **Acceptance.** You accept these Terms by (a) clicking a box or button (such as a button to create an account or start a Free Trial) indicating your acceptance, (b) starting a Free Trial or completing a purchase of a Plan, or (c) accessing or using the Services. If you do not agree to these Terms, do not access or use the Services.

1.2 **Acting for an Organization.** If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity, and "Customer" and "you" refer to that entity. If you do not have that authority, or if the entity does not agree to these Terms, you may not accept these Terms or use the Services. If you register using an email address from an organization's domain, Cotool may treat that organization as the Customer.

1.3 **Business Use Only.** The Services are intended for business use only and not for personal, family, or household purposes. You represent that you are at least eighteen (18) years old and are accepting these Terms for business purposes.

1.4 **Signed Agreements.** If Customer and Cotool have signed a separate written agreement covering the Services (such as a Master Subscription Agreement or an evaluation agreement), that signed agreement governs Customer's use of the Services it covers and these Terms do not apply to that use. Cotool's enterprise trial and proof-of-concept terms apply only to trials arranged with Cotool's sales team. They do not apply to any Free Trial or other use of the Services obtained through online registration under these Terms.

1.5 **Availability.** The Services are currently offered only to customers located in the United States. Cotool may decline or end any registration that it reasonably believes is from outside the United States.

2. Definitions

"**Account**" means the account Customer creates to access the Services.

"**Aggregated Data**" means data that is derived from Customer Data or Usage Data, combined with other data, de-identified, or otherwise processed so that it does not identify Customer or any individual.

"**Agent Action**" means any action the Services take in a Connected Application or instruct a Connected Application to take, including creating, modifying, revoking, restricting, deleting, or sharing any account, permission, file, setting, message, or other resource.

"**Authorized User**" means an employee or contractor of Customer whom Customer permits to access the Services under Customer's Account.

"**Connected Application**" means any third-party application, platform, cloud service, system, data source, or content feed that Customer connects to the Services or uses to access the Services, whether by OAuth, API key, service account, or otherwise.

"**Credits**" means prepaid units of usage that the Services draw down as Customer uses usage-based features, at the consumption rates on the Pricing Page. Credits include Trial Credits and Credits that Customer purchases.

"**Customer Data**" means data, content, and information that Customer or its Authorized Users submit to the Services, or that the Services collect from Connected Applications on Customer's behalf.

"**Documentation**" means Cotool's then-current user guides and help materials for the Services.

"**Fees**" means the fees for the Services as stated on the Pricing Page or at checkout.

"**Output**" means content, findings, alerts, summaries, recommendations, and other results the Services generate for Customer.

"**Plan**" means the subscription tier Customer selects, including the Free Trial described in Section 7.2.

"**Pricing Page**" means Cotool's then-current pricing and plan details, as made available on Cotool's website or in the Services, including at signup or checkout.

"**Run Records**" means records of the Services' AI and agent activity for Customer, including traces, prompts, inputs, retrieved context, tool calls, Agent Actions, intermediate steps, Output, and any feedback or ratings given on them.

"**Services**" means Cotool's hosted software-as-a-service offerings that Customer accesses under these Terms, including any related features, integrations, APIs, Output, and Documentation.

"**Subscription Term**" means the monthly or annual billing period of Customer's Plan, as selected at checkout and shown in the billing settings of Customer's Account, including each renewal.

"**Usage Data**" means data and information about the use, operation, configuration, and performance of the Services. This includes logs, metrics, telemetry, interaction data, and data about how Authorized Users use the Services and Output.

3. The Services

3.1 **Access.** Subject to these Terms and payment of applicable Fees, Cotool grants Customer a non-exclusive, non-transferable, non-sublicensable right during the Free Trial (if any) and each Subscription Term to access and use the Services for Customer's internal business purposes, in accordance with the Documentation and the limits of Customer's Plan.

3.2 **Authorized Users and Accounts.** Customer is responsible for (a) all activity under its Account, whether or not authorized by Customer; (b) the acts and omissions of its Authorized Users; and (c) keeping login credentials confidential. Customer will promptly, and in any event no later than forty-eight (48) hours after becoming aware of it, notify Cotool at security@cotool.ai of any suspected unauthorized access to its Account. Customer will not let more Authorized Users use the Services than its Plan permits, and will not share login credentials among individuals.

3.3 **Changes to the Services.** Cotool may update, modify, or discontinue any feature or functionality of the Services at any time.

3.4 **Beta Features.** Cotool may make features available that are labeled "beta," "preview," "early access," "experimental," or similar ("**Beta Features**"). Beta Features are provided "AS IS," may be changed or withdrawn at any time, and are excluded from any obligation or commitment of Cotool under these Terms.

3.5 **Support.** Cotool will provide support through the channels described in the Documentation for Customer's Plan. Unless Customer's Plan expressly provides otherwise, Cotool makes no commitment as to support response times or service availability.

4. Connected Applications, AI, and Agent Actions

4.1 **Authorization to Access Connected Applications.** By connecting a Connected Application to the Services, Customer (a) authorizes Cotool to access, retrieve, and process data from that Connected Application, and to take Agent Actions in it, consistent with the permissions Customer grants and the configuration Customer selects; and (b) represents and warrants that it has all rights, permissions, and authority needed to grant that access and to direct the Agent Actions taken under its configuration. Customer is responsible for choosing the scope of permissions it grants to the Services.

4.2 **Third-Party Terms.** Customer's use of any Connected Application, or any other third-party service, product, technology, or content that Customer or its Authorized Users access or use through the Services, is governed by

Customer's agreement with its provider. Cotool does not provide or control, and is not responsible for, any such application or service, including its content, availability, security, data handling, compatibility, errors, or bugs, or any change its provider makes that affects the Services. Once Customer sends Customer Data or Output from the Services to a Connected Application or another third party, its handling is Customer's responsibility.

4.3 **Agent Actions.** The Services may take Agent Actions automatically or upon approval, as Customer configures. Agent Actions taken in accordance with Customer's configuration, approvals, policies, or instructions are deemed taken at Customer's direction. Customer is responsible for (a) its configuration of the Services, including the Connected Applications and Agent Actions its administrators add to agents and which Agent Actions may run without human approval; (b) reviewing Agent Actions and their results; and (c) maintaining its own backups of, and the ability to restore, the resources in its Connected Applications. Agent Actions may not operate as Customer intends and may be difficult or impossible to reverse, and Customer is responsible for requiring human approval before any Agent Action that deletes data, revokes or restricts access, or changes a system configuration. Cotool may decline, pause, or block any Agent Action that it reasonably believes would violate applicable law or these Terms or create a security risk.

4.4 **AI Output.** The Services use artificial intelligence and machine learning, which are probabilistic and may produce Output that is inaccurate, incomplete, or inappropriate, even when it appears detailed or authoritative. Output may not be unique, and other customers may receive similar Output. Content the Services retrieve or process, including from Connected Applications, may contain instructions designed to manipulate AI systems, which may affect Output and Agent Actions. Customer is responsible for evaluating the content, nature, and accuracy of any Output, including by using human review of the Output, and deciding whether to rely on it. Output is not legal, compliance, or professional advice. The Services are not a substitute for Customer's own security program, personnel, or judgment, and do not guarantee that any threat, vulnerability, misconfiguration, or incident will be detected or prevented.

5. Acceptable Use

5.1 **Restrictions.** Customer will not, and will not permit any Authorized User or third party to:

(a) copy, modify, translate, or create derivative works of the Services;

(b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, models, model weights, prompts, algorithms, or underlying structure of the Services, except to the extent applicable law expressly permits despite this restriction;

(c) sell, resell, rent, lease, sublicense, distribute, time-share, or otherwise make the Services available to any third party, or use the Services as a service bureau or managed service for third parties unless Cotool has agreed in writing;

(d) access or use the Services, or any Output or information obtained from the Services, to build, train, or improve a competing product or service or any artificial intelligence or machine learning system;

(e) access the Services if Customer is a competitor of Cotool, or monitor the Services' availability, performance, or functionality for competitive purposes;

(f) publicly disclose the results of any benchmarking, performance testing, or comparative analysis of the Services without Cotool's prior written consent;

(g) conduct vulnerability scanning, penetration testing, load testing, or other security testing of the Services without Cotool's prior written authorization;

(h) circumvent or interfere with any security feature, usage limit, rate limit, or access control of the Services, or place an unreasonable load on Cotool's infrastructure;

(i) use automated means to access the Services except through interfaces and APIs Cotool provides for that purpose;

(j) upload or transmit any malware, or use the Services to gain unauthorized access to any system, account, or data;

(k) use the Services in violation of any applicable law or third-party right, or to access any Connected Application or data that Customer is not authorized to access;

(l) remove or obscure any proprietary notice in the Services; or

(m) encourage or assist any third party to do any of the foregoing.

5.2 **Sensitive Data.** Unless Cotool expressly agrees otherwise in writing, Customer will not use the Services to store or process protected health information under HIPAA, payment card data subject to PCI DSS, or other data subject to heightened regulatory requirements, except as incidentally contained in data from Connected Applications. Cotool will not sign a business associate agreement under these Terms. Customer is solely responsible for any such data it submits.

5.3 **Usage Limits.** Customer's use of the Services is subject to the usage limits of its Plan, as described on the Pricing Page or in the Documentation. Cotool may throttle or restrict use that exceeds those limits, or charge overage Fees as described in Section 8.5.

5.4 **Customer Code and Sandbox Use.** The Services may let Customer create, upload, or run its own code, configurations, agents, skills, detections, or other logic, including in a sandboxed runtime environment (collectively, "**Customer Code**"). Customer Code is Customer Data, and Customer is solely responsible for it and for its results. Customer will not use Customer Code or any runtime environment provided by the Services to:

(a) mine cryptocurrency;

(b) scan, probe, attack, or send unsolicited traffic to any system that Customer is not authorized to test;

(c) host or distribute content or services unrelated to Customer's use of the Services;

(d) escape, circumvent, or test the isolation or resource limits of the runtime environment; or

(e) do anything else that Section 5.1 prohibits.

Cotool may stop, remove, or disable any Customer Code that Cotool reasonably believes violates this Section or threatens the security or operation of the Services.

6. Customer Data

6.1 **Ownership.** As between the parties, Customer retains all right, title, and interest in and to Customer Data. Except for the licenses granted in this Section 6, these Terms grant Cotool no rights in Customer Data.

6.2 **License to Provide the Services.** Customer grants Cotool and its affiliates a worldwide, non-exclusive, royalty-free license to host, copy, store, transmit, process, analyze, display, and modify Customer Data as necessary to provide, maintain, secure, and support the Services.

6.3 **License to Improve the Services.** Customer also grants Cotool and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable license to use, copy, process, analyze, and modify Customer Data, Output, and Run Records to develop, improve, train, fine-tune, enhance, and evaluate the Services and Cotool's other current and future products, services, and technologies. For these purposes, Cotool may retain copies of Customer Data, Output, and Run Records for as long as Cotool considers reasonably necessary, notwithstanding Sections 6.9 and 6.10. This is subject to applicable law and to Cotool's obligations under the DPA to delete personal data on request. Where those require it, Cotool will delete or de-identify personal data in retained copies. Cotool will not disclose Customer Data to a third party, or publicly identify Customer as its source, except as permitted under Sections 6.2, 6.6, and 12. Cotool solely owns all improvements, enhancements, developments, and technologies that result from this use ("**Service Improvements**"). Nothing in these Terms requires Cotool to modify, delete, or stop using any Service Improvement, or to reverse any effect that Customer Data had on it, including after Customer Data is deleted or these Terms end.

6.4 **Usage Data and Aggregated Data.** Cotool may collect, generate, and use Usage Data and Aggregated Data for any lawful purpose, during and after the term of these Terms, and owns all right, title, and interest in both. Cotool will not publicly disclose Aggregated Data in a form that identifies Customer or any individual.

6.5 **Customer Responsibilities.** Customer is solely responsible for the accuracy, quality, and legality of Customer Data and for the means by which it was acquired. Customer represents and warrants that it has, and will maintain, all rights, consents, and authorizations, and has given all notices, that applicable law requires for Cotool to process Customer Data as described in these Terms, including Sections 6.2 through 6.4.

6.6 **Subprocessors.** Cotool may use third-party service providers to process Customer Data on its behalf, including hosting, infrastructure, and artificial-intelligence model providers. The current list is at www.cotool.ai/subprocessors.

6.7 **Security.** Cotool will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data. Customer is responsible for securing its own systems, Accounts, Connected Applications, and credentials.

6.8 **Data Protection.** To the extent Cotool processes personal data within Customer Data on Customer's behalf, Cotool's Data Processing Addendum at www.cotool.ai/license (the "**DPA**") is incorporated into these Terms by reference. If the DPA conflicts with these Terms regarding personal data, the DPA controls. However, the DPA does not limit Cotool's rights under Sections 6.3 and 6.4, to the extent applicable data protection law permits. Cotool's Privacy Policy at www.cotool.ai/privacy-policy describes how Cotool handles personal data of Authorized Users and website visitors.

6.9 **Deletion.** After these Terms end, Cotool will delete Customer Data within sixty (60) days. This deletion obligation does not apply to Customer Data that law requires Cotool to retain, to copies in backups deleted on Cotool's normal backup rotation, to copies retained under Section 6.3, or to Usage Data, Aggregated Data, and Service Improvements. Before these Terms end, Customer is responsible for exporting any Customer Data it wishes to retain, using any export functionality the Services provide.

6.10 **Retention Periods.** Each Plan has a data retention period, shown on the Pricing Page. Cotool may automatically and permanently delete Customer Data older than the retention period of Customer's current Plan. If Customer moves to a Plan with a shorter retention period, including by downgrading or by a Free Trial ending without conversion, Customer Data older than the new retention period may be deleted immediately. Deleted Customer Data cannot be recovered. A retention period governs only what Customer can access in the Services. It does not limit copies retained under Section 6.3, Usage Data, Aggregated Data, or Service Improvements.

6.11 **Hosting Location.** Unless Customer's Plan expressly includes data residency in another region, Cotool hosts Customer Data in the United States, and Customer Data may be processed in the United States and in any other country where Cotool or its subprocessors operate.

7. Plans and Free Trials

7.1 **Plans and Pricing.** The Plans Cotool offers are described on the Pricing Page, including each Plan's features, usage limits, retention periods, included Credits, and Fees. These Terms do not set any of those details. Subject to Section 8.6, Cotool may change them at any time, including by adding, removing, or renaming Plans and by changing Fees or Credit consumption rates. For an existing paid Plan, Fee changes take effect as described in Section 8.6. All other changes take effect when posted on the Pricing Page or otherwise notified to Customer.

7.2 **Free Trial.** Cotool may offer a free Plan for a limited period (the "**Free Trial**"). The length of the Free Trial, its features and usage limits, and any one-time promotional Credits it includes ("**Trial Credits**") are as shown on the Pricing Page or at signup. Cotool may require a valid payment method to start a Free Trial. Each Customer may use only one Free Trial. Trial Credits have no cash value, are non-transferable, and expire when the Free Trial ends. Cotool may modify, suspend, or end any Free Trial, or refuse to grant one, at any time, for any reason, without liability.

7.3 **Usage During the Free Trial.** Cotool may limit or disable the purchase of additional Credits during the Free Trial, as described on the Pricing Page or at signup. If Customer's Trial Credits run out, Cotool may pause usage-based features until the Free Trial ends and Customer's paid Plan begins. Any usage above the Free Trial's included limits that Cotool permits, such as data storage, is charged under Section 8.5 at the rates shown on the Pricing Page or at signup. Those charges are non-refundable, including if Customer cancels before the Free Trial ends. If Customer cancels, any unused Trial Credits are forfeited immediately upon cancellation.

7.4 **Automatic Conversion to a Paid Plan. At the end of the Free Trial, Customer's Account will automatically convert to the paid Plan shown at signup (with the monthly or annual billing period Customer selected at checkout), at Cotool's then-current Fees for that Plan, and Customer's payment method will be charged those Fees with no further action from Customer, unless Customer cancels before the Free Trial ends in the manner described in Section 8.3.** The paid Plan then renews under Section 8.3 until cancelled. Cotool will disclose the Free Trial length, the post-trial price, and how to cancel when Customer starts the Free Trial. **If Customer cancels before the Free Trial ends, Customer will not be charged the Fees for the paid Plan, and Customer's access ends when the Free Trial ends.**

7.5 **Credits.** Credits are consumed at the rates on the Pricing Page. Cotool may change consumption rates on notice under Section 8.6. Purchased Credits expire on the date stated when they are purchased or, if no date is stated, twelve

(12) months after purchase. Credits included with a Plan expire at the end of the period for which they are granted and do not roll over. Credits included with a Plan are used before purchased Credits. Subject to Section 9.4(a), Credits have no cash value, are non-transferable and non-refundable, and are forfeited when Customer's Account is closed or these Terms end for any reason.

8. Fees, Billing, and Automatic Renewal

8.1 **Fees.** Customer will pay all Fees for its Plan. Except as expressly stated in these Terms or required by law, all Fees are non-cancellable and non-refundable, and Cotool does not provide refunds or credits for partial Subscription Terms, unused Authorized User seats, unused Credits or usage allotments, or downgrades. For annual Subscription Terms, Fees are billed in advance for the full term. Any discount offered for an annual Subscription Term applies only to that term, unless Cotool states otherwise.

8.2 **Payment Authorization.** Customer will provide a valid payment method supported by Cotool and authorizes Cotool and its third-party payment processor (Stripe, Inc.) to automatically charge that method for all Fees and applicable taxes when due. **This includes recurring charges at the start of each renewal Subscription Term, without further authorization from Customer. This authorization continues until Customer cancels its Plan under Section 8.3. Customer can update its payment method and cancel its Plan through the billing settings in its Account**. Customer will keep its payment and billing information complete and current. The payment processor's terms govern its processing of Customer's payment information, and Cotool does not store full payment card numbers.

8.3 **Automatic Renewal. Each Subscription Term automatically renews for a successive period of the same length (monthly or annual) at Cotool's then-current Fees for Customer's Plan, unless Customer cancels before the end of the then-current Subscription Term.** Customer may cancel at any time by going to the billing settings in its Account, selecting "Manage payment," and then selecting "Cancel subscription," or by emailing finance@cotool.ai. Cancellation, including for an annual Subscription Term, takes effect at the end of the then-current Subscription Term. Fees for the remainder of that term are not refundable, except as stated in Section 9.4(a) or required by law. After cancelling, Customer keeps access to its paid Plan until the end of the then-current Subscription Term and will not be charged for subsequent terms.

8.4 **Plan Changes.** If Customer upgrades its Plan or adds Authorized User seats or usage during a Subscription Term, Cotool will immediately charge a prorated amount for the remainder of that Subscription Term, and the increased Fees will apply to each renewal. Downgrades and seat reductions take effect at the start of the next Subscription Term.

8.5 **Usage-Based Fees, Credits, and Overages.** Usage-based features draw down Customer's Credits. When Customer's Credits are exhausted, Cotool may pause usage-based features until Customer purchases more Credits. If Customer has enabled automatic top-ups, Cotool will instead charge Customer's payment method for additional Credits in the amount Customer has selected. If Customer's Plan includes usage limits that are not measured in Credits, Cotool will charge for usage above the included amounts at the rates on the Pricing Page, in arrears, at the end of each billing period or at any earlier time Cotool chooses.

8.6 **Price Changes.** Cotool may change its Fees. For an existing paid Plan, Cotool will give Customer at least thirty (30) days' notice of a Fee increase. The new Fees will apply from the start of Customer's next Subscription Term after the notice period. If Customer does not cancel before that renewal, Customer accepts the new Fees.

8.7 **Taxes.** Fees exclude all sales, use, value-added, goods and services, withholding, and similar taxes, duties, and levies ("**Taxes**"). Customer is responsible for all Taxes on its purchases, other than taxes on Cotool's net income. Cotool may calculate and collect Taxes through its payment processor where it is required or permitted to do so.

8.8 **Failed Payments.** If a charge fails, Cotool may retry the charge, and Customer will promptly update its payment method. If any amount remains unpaid ten (10) days after its due date, Cotool may suspend Customer's access to the Services until all overdue amounts are paid, and may terminate these Terms if any amount remains unpaid thirty (30) days after its due date. Overdue amounts accrue interest at the lesser of 1.0% per month or the maximum rate permitted by law.

8.9 **Billing Disputes.** Customer must notify Cotool at finance@cotool.ai of any billing dispute within sixty (60) days of the charge. Otherwise, Customer waives the dispute. If Customer initiates a chargeback or payment reversal without first contacting Cotool to resolve the dispute in good faith, Cotool may suspend the Account and recover the disputed amount plus any fees Cotool incurs.

9. Term, Suspension, and Termination

9.1 **Term.** These Terms begin when Customer first accepts them. They continue until all of Customer's Plans have expired or been cancelled, or until these Terms are terminated as described below.

9.2 **Suspension.** Cotool may immediately suspend Customer's or any Authorized User's access to all or part of the Services if Cotool reasonably believes that (a) Customer has breached Section 5 or Section 8; (b) Customer's use poses a security risk to the Services, Cotool, or any third party, or may subject Cotool to liability; (c) suspension is required by law; or (d) Customer's Account has been compromised. Where practicable, Cotool will notify Customer of the suspension. Cotool will restore access once the cause has been resolved.

9.3 **Termination by Customer.** Customer may terminate these Terms at any time by cancelling all Plans and closing its Account. Cancellation of paid Plans is governed by Section 8.3.

9.4 **Termination by Cotool.** Cotool may terminate these Terms or any Plan:

(a) for convenience, on thirty (30) days' notice, in which case Cotool will refund any prepaid Fees attributable to the period after termination takes effect, and the amount Customer paid for any unused Credits that Customer purchased;

(b) immediately on notice if Customer breaches Section 5 or Section 8.8, or materially breaches any other provision of these Terms; or

(c) immediately on notice if Customer becomes the subject of a bankruptcy, insolvency, receivership, or similar proceeding.

Cotool may terminate a Free Trial at any time.

9.5 **Effect of Termination.** When these Terms or a Plan ends, Customer's right to access the affected Services ends, and Customer will stop using them. Termination does not relieve Customer of the obligation to pay Fees accrued or owed before the effective date of termination. If Cotool terminates for Customer's breach, all unpaid Fees for the remainder of the then-current Subscription Term become immediately due. Section 6.9 governs deletion of Customer Data.

9.6 **Survival.** Sections 2, 4.2 through 4.4, 5, 6.1, 6.3, 6.4, 6.5, 6.9, 8 (for amounts owed), 9.5, 9.6, and 10 through 20 survive any termination or expiration of these Terms.

10. Intellectual Property

10.1 **Cotool Ownership.** Cotool and its licensors own all right, title, and interest in and to the Services, Documentation, Usage Data, Aggregated Data, Service Improvements, and all related technology and intellectual property rights, including all improvements, modifications, and derivative works of any of them. Cotool reserves all rights not expressly granted in these Terms. No rights are granted by implication, estoppel, or otherwise.

10.2 **Output.** As between the parties, and subject to Cotool's rights under Sections 6.3, 6.4, and 10.1, Customer may use Output for its internal business purposes. Cotool retains all rights in the Services and in any templates, models, prompts, detections, playbooks, or other components used to generate Output.

10.3 **Feedback.** If Customer or any Authorized User provides Cotool with suggestions, ideas, comments, or other feedback about the Services ("**Feedback**"), Cotool may use and exploit that Feedback for any purpose without restriction, attribution, or compensation. Customer hereby grants Cotool a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to do so. For clarity, Feedback is not Customer's Confidential Information (as defined below).

11. Publicity

Customer grants Cotool the right to identify Customer as a customer of Cotool, and to use Customer's name and logo for that purpose on Cotool's website and in its marketing materials.

12. Confidentiality

12.1 **Definition.** "**Confidential Information**" means non-public information that one party (the "**Discloser**") discloses to the other (the "**Recipient**") under these Terms and that is marked confidential or would reasonably be understood to be

confidential. Cotool's Confidential Information includes the non-public aspects of the Services and the Documentation. Customer's Confidential Information includes Customer Data.

12.2 **Exclusions.** Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) the Recipient knew before receiving it from the Discloser, free of any confidentiality obligation; (c) the Recipient lawfully receives from a third party without a confidentiality obligation; or (d) the Recipient independently develops without using the Discloser's Confidential Information. Usage Data and Aggregated Data are not Customer's Confidential Information.

12.3 **Obligations.** The Recipient will (a) use the Discloser's Confidential Information only to exercise its rights and perform its obligations under these Terms; (b) not disclose it except to its and its affiliates' employees, contractors, advisors, and service providers who need to know it and are bound by confidentiality obligations at least as protective as these; and (c) protect it using at least reasonable care. Cotool's use and disclosure of Customer Data as permitted by Sections 4, 6, and 10 is consistent with this Section 12.

12.4 **Compelled Disclosure.** The Recipient may disclose Confidential Information to the extent required by law or legal process, if it gives the Discloser reasonable advance notice where legally permitted.

13. Warranties and Disclaimers

13.1 **Mutual Representations.** Each party represents that it has the legal power and authority to enter into these Terms.

13.2 **Customer Warranties.** Customer represents and warrants that (a) its use of the Services, Connected Applications, and Customer Data complies with applicable law and these Terms; and (b) neither Customer nor any Authorized User is located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions, or is listed on any U.S. government list of prohibited or restricted parties.

13.3 **DISCLAIMER.** THE SERVICES, OUTPUT, AGENT ACTIONS, BETA FEATURES, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COTOOL AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COTOOL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT OUTPUT WILL BE ACCURATE, COMPLETE, OR RELIABLE; THAT AGENT ACTIONS WILL BE PERFORMED ACCURATELY OR AS CUSTOMER INTENDS OR WILL ACHIEVE ANY PARTICULAR RESULT; OR THAT THE SERVICES WILL DETECT OR PREVENT ANY SECURITY THREAT, INCIDENT, OR LOSS.

14. Indemnification

Customer will defend Cotool, its affiliates, and their respective officers, directors, employees, and agents (the "**Cotool Parties**") against any claim, demand, suit, or proceeding brought by a third party, and will indemnify the Cotool Parties against all resulting damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees), to the extent arising out of or relating to:

(a) Customer Data, including any claim that Customer Data or Cotool's use of it as permitted by these Terms infringes or violates any third-party right or applicable law;

(b) Customer's or its Authorized Users' use of the Services or any Connected Application;

(c) Agent Actions taken in accordance with Customer's configuration, approvals, or instructions; or

(d) Customer's breach of these Terms or violation of applicable law.

Cotool will give Customer prompt notice of the claim (though delay will relieve Customer of its obligations only to the extent the delay prejudices Customer), and Cotool may participate with counsel of its choosing. Customer will not settle any claim in a way that imposes any obligation or admission on a Cotool Party without Cotool's prior written consent.

15. Limitation of Liability

15.1 **EXCLUSION OF DAMAGES.** EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COTOOL OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR

ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, OR ANY COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY DAMAGES ARISING FROM AGENT ACTIONS (INCLUDING ANY UNINTENDED OR ERRONEOUS AGENT ACTION) OR RELIANCE ON OUTPUT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 **LIABILITY CAP.** EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF COTOOL AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE FEES CUSTOMER ACTUALLY PAID TO COTOOL FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE LIABILITY. IF CUSTOMER PAID NO FEES IN THAT PERIOD, THE LIMIT IS FIFTY U.S. DOLLARS (U.S. $50). PROMOTIONAL OR FREE CREDITS ARE NOT FEES PAID. THIS LIMIT APPLIES IN THE AGGREGATE TO ALL CLAIMS BY CUSTOMER, ITS AFFILIATES, AND ITS AUTHORIZED USERS, AND THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE IT.

15.3 **Basis of the Bargain.** The parties agree that the limitations in this Section 15 are an essential basis of the bargain, reflected in the Fees, and apply even if a limited remedy fails of its essential purpose.

16. Changes to These Terms

16.1 **Updates.** Cotool may update these Terms from time to time. Cotool will post updated Terms at www.cotool.ai/license with a new "Last Updated" date, and will notify Customer of material changes by email to the Account's contact address or by notice in the Services.

16.2 **Effective Date of Updates.** Material changes take effect thirty (30) days after notice, or for paid Plans, at the start of Customer's next Subscription Term after that notice period, if later. Other changes take effect when posted. Changes required by law, and changes that apply only to new features, may take effect immediately.

16.3 **Acceptance.** Customer's continued use of the Services after updated Terms take effect constitutes acceptance of them. If Customer does not agree to the updated Terms, Customer's sole remedy is to cancel its Plan before they take effect.

17. Export Control and Sanctions

Customer will comply with all applicable export control and economic sanctions laws in its use of the Services. Customer will not access, use, export, re-export, or transfer the Services, or permit an Authorized User to do so: (a) in or to any country or region subject to comprehensive U.S. sanctions; (b) to or for any party on a U.S. government restricted-party list; or (c) for any end use prohibited by U.S. law.

18. Notices and Electronic Communications

18.1 **Notices to Customer.** Cotool may give notices to Customer by email to the address associated with Customer's Account, by notice in the Services, or by posting on Cotool's website. Notices by email are effective when sent. Customer is responsible for keeping its Account contact information current.

18.2 **Notices to Cotool.** Customer must send legal notices to Cotool by email to legal@cotool.ai, with a copy by mail to Cotool, Inc., Attn: Legal, 149 Maiden Ln, Unit 300, San Francisco, CA 94108.

18.3 **Electronic Communications.** Customer consents to receive communications from Cotool electronically. Customer agrees that all agreements, notices, disclosures, and other communications Cotool provides electronically satisfy any legal requirement that they be in writing.

19. Governing Law, Submission to Jurisdiction, and Dispute Resolution

19.1 **Governing Law.** These Terms, and any dispute arising out of or relating to them or the Services, are governed by the laws of the State of California, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act governs provisions relating to arbitration. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19.2 **Venue.** Subject to Sections 19.4 through 19.6, the state and federal courts located in San Francisco County, California have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Services, including any

proceeding to compel arbitration, obtain interim relief in aid of arbitration, or enforce, confirm, or vacate an arbitration award. Each party consents to the personal jurisdiction of, and venue in, those courts.

19.3 **Time Limit.** To the extent permitted by law, any claim by Customer arising out of or relating to these Terms or the Services must be brought, in court or in arbitration, within one (1) year after the claim arises.

19.4 **Dispute Resolution.** Any dispute, claim, or controversy (collectively, "**Disputes**") arising out of or relating to these Terms or the Services, including the determination of the scope or applicability of this agreement to arbitrate, will be resolved by mandatory binding arbitration in San Francisco, California, before a single arbitrator. The arbitration proceeding will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. If there is any inconsistency between these Terms and any such rules, the terms and procedures set forth in these Terms will control. The arbitrator will be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be appointed by JAMS in accordance with its rules. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated and subject to limitation by the arbitrator to a level commensurate with the amount in controversy and complexity of the issues involved. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

19.5 **Exceptions.** As limited exceptions to Section 19.4 above: (a) either party may seek to resolve a Dispute in small claims court if it qualifies; and (b) Cotool retains the right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, or the Services.

19.6 **CLASS ACTION WAIVER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AND COTOOL EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

20. General

20.1 **Entire Agreement.** These Terms, together with the DPA, the Pricing Page, any Plan details accepted at checkout, and any policies or terms expressly incorporated by reference, are the entire agreement between the parties regarding the Services. They supersede all prior or contemporaneous agreements, proposals, and communications on that subject. Any terms in a Customer purchase order or other Customer business form are void, even if Cotool accepts or signs that form.

20.2 **Order of Precedence.** If these Terms conflict with any document incorporated by reference, these Terms control, except as stated in Section 6.8 regarding the DPA.

20.3 **Assignment.** Customer may not assign or transfer these Terms, by operation of law or otherwise, without Cotool's prior written consent. Cotool may assign these Terms without consent. Any attempted assignment in violation of this Section is void. These Terms bind and benefit the parties' permitted successors and assigns.

20.4 **Force Majeure.** Neither party is liable for any failure or delay in performance, other than payment obligations, caused by events beyond its reasonable control. Such events include natural disasters, epidemics, war, terrorism, labor disputes, government action, failures of the internet, utilities, or third-party hosting or AI model providers, and denial-of-service attacks.

20.5 **Independent Contractors.** The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship.

20.6 **No Third-Party Beneficiaries.** These Terms do not confer any rights on any third party, except the Cotool Parties under Section 14.

20.7 **Severability; Waiver.** If any provision of these Terms is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect. A party's failure to enforce any provision is not a waiver of that provision or any other.

20.8 **U.S. Government Users.** The Services are "commercial computer software" and "commercial computer software documentation," and any use by the U.S. government is subject to these Terms in accordance with FAR 12.212 and DFARS 227.7202, as applicable.

20.9 **Interpretation.** Headings are for convenience only. "Including" means "including without limitation." These Terms will not be construed against either party as the drafter.

Contact: Cotool, Inc. · 149 Maiden Ln, Unit 300, San Francisco, CA 94108 · legal@cotool.ai