



COTOOL TRIAL AND PROOF-OF-CONCEPT TERMS

Last Updated: July 1, 2026

1. **Introduction.** These Trial and Proof-of-Concept Terms (“**Trial Terms**”) govern access to and use of the trial or proof-of-concept made available by Cotool, Inc. (“**Cotool**,” “**we**,” “**us**,” or “**our**”). By registering for, accessing, or using the Services on a trial or proof-of-concept basis, you (“**Customer**” or “**you**”) agree to be bound by these Trial Terms. If you are entering into these Trial Terms on behalf of an organization, you represent that you have authority to bind that organization.

If Customer and Cotool have executed, or later execute, a signed evaluation or subscription agreement covering the Services, that signed agreement controls to the extent of any conflict with these Trial Terms.

2. **Trial Services.** Cotool may provide Customer with access to certain Cotool products, software, or services (collectively, the “**Services**”) on a trial or proof-of-concept basis. The Services provided during the Trial Period may differ from those provided under a paid subscription and may be modified, suspended, or discontinued at any time.
3. **Trial Period.** The trial period begins on the date Cotool grants Customer access to the Services (or, if earlier, the date of the initial onboarding session) and continues for thirty (30) days thereafter, unless (i) earlier terminated by Customer or Cotool, or (ii) extended by Cotool in its sole discretion upon written notice to Customer (the “**Trial Period**”). Cotool may terminate the Trial Period at any time for any reason or no reason. At the end of the Trial Period, access to the Services may be suspended unless Customer enters into a signed subscription agreement with Cotool.
4. **Evaluation License.** Subject to these Trial Terms, Cotool grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Trial Period to access and use the Services, via the hosted, cloud-based instance made available by Cotool, solely for Customer’s internal evaluation purposes. Customer may not use the Services for production purposes unless otherwise authorized by Cotool in writing. Cotool will provide access credentials to authorized users designated by Customer promptly following acceptance of these Trial Terms; no installation by Customer is required.
5. **Restrictions on Use.** Customer shall not use the Services beyond the scope of the license granted in these Trial Terms. Without limiting the foregoing, Customer shall not, directly or indirectly: (i) copy, modify, or create derivative works of the Services; (ii) reverse engineer, decompile, disassemble, or attempt to discover the source code, structure, or algorithms of the Services; (iii) access or use the Services to build or benefit a competing product or service; (iv) rent, lease, sell, sublicense, or otherwise transfer the Services; (v) remove or obscure any proprietary notices; or (vi) use the Services in violation of applicable laws or regulations.
6. **Customer Data.** Customer may provide or make accessible data, content, or information to the Services, including data from Customer’s connected cloud applications (“**Customer Data**”). As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Cotool a limited, non-exclusive license to access and process Customer Data solely to provide and improve the Services during the Trial Period, and Cotool will not use Customer Data for any other purpose. Cotool will handle Customer Data in accordance with its Privacy Policy (www.cotool.ai/privacy-policy), and any subprocessors used are listed at cotool.ai/subprocessors.

Deletion. Cotool will delete Customer Data promptly, and in any event within thirty (30) days, after the end of the Trial Period, except to the extent Cotool is required by applicable law to retain it. Cotool does not use Customer Data to develop, improve, or train generalized AI or machine-learning models.

7. **Confidentiality.** In the absence of a separate confidentiality or non-disclosure agreement between the parties (a “**Prior NDA**”), this Section governs confidential information exchanged in connection with these Trial Terms; where a Prior NDA exists, information that would qualify as confidential thereunder will be treated as confidential under the Prior NDA. From time to time one party (the “**Disclosing Party**”) may disclose or make available confidential information to the other (the “**Receiving Party**”). The Receiving Party shall: (a) protect the Disclosing Party’s confidential information

with at least the same degree of care it uses for its own, and no less than a reasonable degree of care; (b) not use it except to exercise its rights or perform its obligations under these Trial Terms; and (c) not disclose it except to its representatives who need to know and are bound by comparable confidentiality obligations. Confidential information includes any information that, due to its nature or the circumstances of disclosure, would reasonably be understood to be confidential or proprietary.

8. **Intellectual Property.** Cotool retains all right, title, and interest in and to the Services, including all software, technology, documentation, and intellectual property rights therein. No rights are granted to Customer except for the limited evaluation license set forth in these Trial Terms. Customer retains all right, title, and interest in and to its own intellectual property, and nothing in these Trial Terms grants Cotool any right or interest in Customer's intellectual property, whether by implication, exhaustion, estoppel, or otherwise.
9. **Feedback.** Customer may provide suggestions, comments, or feedback regarding the Services ("**Feedback**"). Customer grants Cotool a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate Feedback into Cotool's products and services without restriction, provided that such use does not refer to or rely upon Customer's intellectual property rights or confidential information.
10. **No Warranty.** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COTOOL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COTOOL DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.
11. **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 7 (CONFIDENTIALITY) OR CUSTOMER'S BREACH OF SECTIONS 4-5 (LICENSE AND RESTRICTIONS), TO THE MAXIMUM EXTENT PERMITTED BY LAW NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE TRIAL SERVICES. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TRIAL SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100 USD).
12. **Termination.** Either party may terminate these Trial Terms at any time, with or without cause. Cotool may terminate or suspend Customer's access to the Services at any time during the Trial Period. Upon termination or expiration, Customer's access to the Services will cease, and Cotool will delete Customer Data as set forth in Section 6.
13. **Governing Law; Venue.** These Trial Terms are governed by the laws of the State of California, without reference to its conflict-of-law principles. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California, and waive any objection to jurisdiction or venue in those courts.
14. **Entire Agreement.** These Trial Terms constitute the entire agreement between the parties regarding the trial or proof-of-concept of the Services and supersede all prior agreements and communications regarding the same, except for any Prior NDA or any signed evaluation or subscription agreement between the parties, which control to the extent of conflict as set forth above.

15. **Additional Security Provisions.**

Competitive-use restriction. Customer shall not analyze, disassemble, or examine the Services for the purpose of replicating features, training competing models, or developing competing products or services.

Security-testing restriction. Customer shall not conduct vulnerability scanning, penetration testing, load testing, or other security testing against the Services without Cotool's prior written authorization.

Benchmarking restriction. Customer shall not publicly disclose the results of any benchmarking, performance testing, or comparative analysis of the Services without Cotool's prior written consent.

By registering for, accessing, or using the Services on a trial or proof-of-concept basis, Customer accepts these Trial Terms. No signature is required.

COTOOL, INC.

By: _____ Name: _____ Title: _____ Date: _____

CUSTOMER

By: _____ Name: _____ Title: _____ Date: _____