

Software License and Service Terms and Conditions

Version: June 1, 2026

These Apex.AI Software License and Service Terms and Conditions (“Terms”) govern the licensing of Apex.AI Software and the provision of Services by Apex.AI, Inc. (“Apex.AI”) to a customer (“Customer”) pursuant to a Quote, Order, statement of work, or other written offering issued by Apex.AI that expressly incorporates these Terms by reference. These Terms become binding only upon Customer’s acceptance of such Apex.AI offering, whether by executing the applicable ordering document, issuing a Purchase Order expressly accepting such offering, accessing or using the Software or Services, or otherwise indicating acceptance of the applicable Apex.AI offering.

A. DEFINITIONS

As used in these Software License and Service Terms and Conditions, the following terms shall have the meanings set forth below. Additional definitions are contained in the body of these Terms.

Term	Explanation
Acceptance	means Customer's acceptance or deemed acceptance of a Deliverable in accordance with Section D.4.3.
Acceptance Criteria	means the predefined written requirements set forth in the applicable Project Scope to be fulfilled for the corresponding Deliverables.
Affiliate	means a corporation, other entity or person that directly or indirectly controls, is controlled by, or that is under common control with Apex.AI or Customer, as applicable. For the purpose of this definition, "control" shall mean ownership of greater than 50 % of the voting securities of the corporation or entity or, in case of a non-corporate entity, an equivalent interest.
Apex.AI Software	means all and any software products developed and distributed by Apex.AI such as, but not limited to, Apex.Grace and Apex.Ida, jointly referred to as Apex.OS. Apex.AI Software comprises these software products in all development stages and all accompanying design material such as concepts, specifications, functional descriptions, and presentations, as well as Documentation.
Apex.AI Technology	means all Intellectual Property and corresponding Intellectual Property Rights Controlled by Apex.AI other than the Apex.AI Software, and includes, but is not limited, to (a) experimental versions of new products or components, (b) examples that can be referenced when performing Development, and (c) any other technologies, products, materials, tools, methodologies, trade secrets and know-how proprietary to Apex.AI.
Attachment	means any exhibit attached to an Order.
Business Day	means any Apex.AI workday of the week (Monday through Friday) but excluding public holidays, weekends, and Apex.AI holidays. For purposes of measuring the Business Day, the time zone of the Apex.AI support center set forth on the applicable Ordering Document shall apply.
Certifications	means, if applicable, those safety certifications as listed in the applicable Order.
Control or Controlled	means, with respect to any Intellectual Property and Intellectual Property Rights, that Apex.AI or Customer, as applicable, (a) owns, or (b) has a license or right to use (other than as a (sub)licensee of the other Party under these Terms or as a licensee of Open Source Software), in each case with the right to grant to Apex.AI or Customer, as applicable, access, a right to use, a

license or a sublicense under such Intellectual Property Rights on the terms set forth in these Terms, without violating any agreement with, or obligation to, a third party existing at the time Apex.AI or Customer, as applicable, would first be required to grant such access, right, license or sublicense. For the avoidance of doubt, neither Apex.AI nor Customer shall be deemed to Control any Open Source Software.

Customer-controlled	means Customer has control over an environment, such as a cloud platform, or a tangible object, such as a computer, either by ownership, or by leasing, or licensing.
Customer Systems	means Customer-controlled hardware and/or software that the Customer intends to integrate and use with the Apex.AI Software or that interfaces with Apex.AI Software, including, but not limited to the Development Platform and Target Platform.
Customer's Cooperation Obligations	means tasks and activities to be performed by Customer under these Terms and, if applicable, an Order.
Deliverables	means specific materials, items or actions, in each case that are explicitly referred to as deliverables in the Project Scope and which require Customer's acceptance in accordance with Acceptance Criteria.
Deployment Phase	means the time period in which Customer uses the Apex.AI Software for Deployment.
Deployment Platform	means the Target Platform intended to be made generally available and actively marketed for incorporation into end products marketed, sold and used by consumers and which has been either identified in the License Order associated with the Deployment License or otherwise approved in writing by Apex.AI in its sole discretion.
Development Phase	means the time period in which Customer uses the Apex.AI Software for Development.
Development Platform	means the environment, defined as the hardware and the operating system for a Customer-controlled computer, laptop, or server, where Apex.AI Software is installed to be used for Development activities as set forth in the applicable Order.
Documentation	means the documentation supplied by Apex.AI in conjunction with the Apex.AI Software, as may be updated from time to time by Apex.AI. For the avoidance of doubt, Documentation in each case refers to the version of such document or file applicable to the Apex.AI Software version licensed by Customer. Documentation shall be provided in electronic format and in English language only.

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Effective Date	means the date Customer first accepts a Quote or Order incorporating these Terms, issues a Purchase Order referencing such Quote or Order, clicks to accept these Terms, or accesses or uses the Software or Services, whichever occurs first.
Feedback	means any oral or written feedback given by Customer about the Apex.AI Software or the Apex.AI Technology, including, but not limited to, (i) functionality suggestions or enhancement or feature request; (ii) correction, Error Notice, issues with functionality or the way that it is implemented; (iii) results, conclusive or preliminary findings; or (iv) other feedback or information provided by Customer or any Authorized Users to Apex.AI.
Fees	means the remuneration to be paid by Customer for Licenses and/or Services as specified in the applicable Order (and originally provided in the corresponding Quote).
Intellectual Property	means software, including Source Code and Object Code, scripts, libraries, programmer's notes, source code materials, APIs, SDKs, development environments, build and configuration instructions, methods, procedures, processes, techniques, systems, designs or configurations of any kind, and any other tangible embodiments of inventions, trade secrets, know-how and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable.
Intellectual Property Rights	means all United States, foreign, and international rights of the following types, which may exist or be created under the laws of any jurisdiction in the world, including: (i) patents and patent applications, including provisionals, continuations, continuations-in-part divisions, reissues, re-examinations, substitutions and extensions thereof, including foreign equivalents; (ii) trademarks, trade names, logos, service marks, trademark and service mark registrations other rights in source identifiers, and all applications, registrations and renewals therefor, together with all goodwill associated therewith; (iii) copyrights and all applications, registrations and renewals therefor; (iv) internet domain name registrations; (v) confidential and other proprietary information, know-how and inventions and trade secrets; and (vi) rights in software.
License	means, as the context requires, (i) a Trial License, (ii) a Development License, or (iii) a Deployment License.
License Class	determines the phase and use case in which the Apex.AI Software is used such as Trial, Development or Deployment.
License Order	means the legally binding document detailing one or more Licenses to be granted to Customer by Apex.AI made effective in accordance with these Terms.

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License Type	describes the license model and the scope of the Licenses granted, such as Trial License, Development License or Deployment License.
Licensed Software	means the version of the Apex.AI Software and Product Changes, if any, identified in an Order.
Non-Product Related Services	means services provided by Apex.AI's engineering team, with respect to Customer Systems architecture, including, porting, implementing, debugging, or optimizing Customer Systems to interoperate with the Apex.AI Software, reviewing Customer Systems architecture and providing application development training.
Object Code	means Apex.AI Software compiled into a binary form, which is machine readable, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.
Open Source Software	means all software components which are distributed according to the terms and conditions of an Open Source Software License.
Open Source Software License	means (a) any license that is a license now or in the future approved by the Open Source Initiative and listed at http://www.opensource.org/licenses , (including, but not limited to, all versions of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License (MPL)); (b) any license to software that is considered "free" or "open source software" by the Free Software Foundation definitions of such terms; or (c) any license of an item of software that requires, as a condition to the use, modification or distribution: (i) the licensing, disclosure, or distribution of any software, or modifications or derivative works thereof in source code form (other than such item of software as provided by a third party in its unmodified form); (ii) the licensing, disclosure, or distribution of any other software, or modifications or derivative works thereof, for the purposes of modifying, making derivative works, or distribution at no charge.
Order	means a License Order, Service Order, Quote, statement of work, order form, or other ordering document issued by Apex.AI that identifies the Licenses and/or Services to be provided and incorporates these Terms by reference or attachment, and that becomes effective upon Customer's acceptance in accordance with these Terms. For the avoidance of doubt, a Purchase Order or any other document generated by Customer shall not constitute an Order and shall not create any obligation on the part of Apex.AI except to the extent it expressly accepts an Order previously issued by Apex.AI.
Party	means Apex.AI or Customer, as applicable.
Product Change	means any Intellectual Property that is developed by or on behalf of Apex.AI or their Affiliates in performing a modification to the Apex.AI

Software's standard functionalities set forth in the applicable Technical Specification. For the avoidance of doubt, Intellectual Property that is developed by or on behalf of Apex.AI or its Affiliates in performing Non-Product Related Services or other services pursuant to a separate services agreement between Apex.AI and Customer, if any, is not a Product Change.

Product Support	means (i) making commercially reasonable efforts to diagnose and resolve Errors in accordance with the applicable terms and conditions of Section C.9, and (ii) if applicable, any other support tasks as outlined in the applicable Order, to be provided in accordance with Section C.9.
Product Support Definition	means the support description, support schedule, service level schedule or support exhibit identified in the applicable Order.
Product Training	Means training services relating to the use, operation, configuration, implementation, or deployment of Apex.AI Software.
Production Release	means the version of the Licensed Software which achieves Acceptance and will be used by Customer to create the Runtime Components for execution, interoperation with, enabling, or integration into a production release of the Deployment Platform and which has been either identified in the Order associated with the Deployment License or otherwise approved in writing by Apex.AI in its sole discretion.
Project Scope	means the document forming part of a Service Order that describes the Services, Deliverables (if any), Acceptance Criteria, Customer Cooperation Obligations, responsibilities, milestones, dates and other project requirements applicable to the Services.
Purchase Order	means a written communication issued by Customer for its internal procurement or administrative purposes that references and accepts a Quote or Order previously issued by Apex.AI. A Purchase Order does not constitute an offer by Customer, an acceptance by Apex.AI, or an independent agreement between the Parties.
Quote	means Apex.AI's written commercial offer for Services and/or Licenses.
Representatives	means Customer's employees and Customer's professional and technical service providers, advisors, and other service providers, including their respective employees.
Runtime Components	means software file(s) or set of files in Object Code that have been compiled from the Production Release that will be distributed as one of a number of components on the Deployment Platform.
Scope Documents	means written documents provided by Apex.AI describing functional details of the Apex.AI Software (e.g., Technical Specification) as well as the

tasks and activities to be performed within the Services (e.g., Project Scope).

Services	means any tasks and activities provided by Apex.AI under a Service Order in support of Customer's Trial, Development and Deployment, including Non-Product Related Services and, where expressly identified in an Order, Product Training.
Service Order	means a legally binding document detailing the Services to be provided by Apex.AI and made effective in accordance with these Terms.
Source Code	means the Apex.AI Software written in human-readable computer programming language.
Target Platform	means the Customer-controlled hardware, physical or virtual, and its operating system on which Customer intends to run, interoperate with, enable, or integrate Runtime Components and which has been either identified in the Order associated with the Trial License or Development License, as the case may be or otherwise approved in writing by Apex.AI in its sole discretion.
Technical Specification	means, with respect to any Apex.AI Software, the documents setting forth the specifications with respect to features and functions, quality attributes and external interfaces of such Apex.AI Software, e.g., in form of a product definition, which is issued by Apex.AI, in their respective version, which may contain or reference documents listing Open Source Software integrated into Apex.AI Software.
Third-Party Materials	means Open Source Software and any Intellectual Property Controlled by any person other than Apex.AI or Customer.
Trial Phase	means the Trial Period in which Customer uses the Apex.AI for a Trial.
Update	means a new release of the Apex.AI Software which may contain improvements to features and quality of the software as well as Error remedies (bug-fixes).

B. GENERAL TERMS AND CONDITIONS

1. Acceptance of Terms

- 1.1. **Acceptance.** These Terms become binding upon Customer when Customer accepts an Apex.AI Quote, Order, statement of work or other ordering document issued by Apex.AI that incorporates these Terms by reference, whether by signing such document, issuing a Purchase Order expressly accepting such document, accessing or using the Software or Services, or otherwise indicating acceptance.
- 1.2. **Effect of Acceptance.** Upon such acceptance, the applicable Quote, Order, statement of work or other ordering document, together with these Terms and any incorporated attachments, shall constitute a binding agreement between Apex.AI and Customer.
- 1.3. **Customer Terms Rejected.** Any Purchase Order or other document issued by Customer is solely for administrative convenience and shall not modify, supplement or supersede these Terms or any Apex.AI Quote or Order. Any terms and conditions contained in or referenced by a Purchase Order or other Customer document are expressly rejected and shall have no force or effect.

2. Version of Terms.

The version of these Terms identified in, linked from, or otherwise incorporated into the applicable Quote, Order, statement of work, or other ordering document issued by Apex.AI shall govern and be incorporated into such transaction. Any subsequent modification, update, or replacement of these Terms published by Apex.AI shall apply only prospectively and shall not amend any previously accepted Quote, Order, statement of work, or other ordering document unless the Parties expressly agree otherwise in writing.

3. Contract Structure and Order of Precedence.

- 3.1 **Orders.** Apex.AI may offer Licenses and Services to Customer through one or more Orders. Each Order shall identify the applicable Licenses, Services and commercial terms and shall become effective upon Customer's acceptance in accordance with Section B.4. Upon becoming effective, the applicable Order and these Terms shall together constitute the agreement governing the subject matter of such Order.
- 3.2 **Phases.** The Apex.AI Software is licensed and Services are provided during and according to the following steps:
 - (a) Customer's initial evaluation and assessment of the Apex.AI Software ("**Trial**"). During the Trial, as may be set forth in applicable Order(s), Apex.AI may additionally provide Product Training and advice with respect to Customer's use of Apex.AI Software and Customer's modification of Customer Systems in order to test feasibility of use with Target Platforms;

- (b) Customer's development, evaluation, testing and demonstration of Licensed Software to run on, interoperate with, enable, or integrate with Target Platforms and modification of Customer Systems as necessary to allow for the integration and use of the Licensed Software with Target Platforms ("**Development**"). The Services provided during Development are pursuant to a defined Project Scope defining the objectives, Deliverables, if any, and Acceptance Criteria for the Apex.AI Software providing a seamless transition to the Deployment Phase; and
- (c) Customer's making and having made, using and having used, offering for sale, selling and having sold, and importing and having imported the Runtime Components, in each case, solely as installed on a Deployment Platform ("**Deployment**").

3.3 Order of Precedence/Interpretation.

- (a) Order and Terms. The commercial terms expressly set forth in an applicable Order, including Fees, quantities, License Classes, License Types, Product Support levels, Deliverables, milestones, scope descriptions and other transaction-specific commercial terms, shall prevail over these Terms in the event of a conflict. These Terms shall prevail over any conflicting provision of an Order with respect to intellectual property, confidentiality, data protection, warranties, disclaimers, limitation of liability, indemnification, assignment, export compliance, notices, dispute resolution, governing law and other provisions primarily allocating legal rights, obligations or risk between the Parties, unless the Order expressly identifies the applicable section of these Terms and states that it supersedes or modifies such section.
- (b) Version of Terms. The version of these Terms identified in, linked from, or otherwise incorporated into the applicable Order shall govern such Order. Any subsequent modification, update or replacement of these Terms published by Apex.AI shall apply only prospectively and shall not modify any previously accepted Order unless expressly agreed in writing by the Parties.
- (c) Order and Attachments. The provisions of the main body of an Order shall prevail over the provisions of any Attachment, exhibit, statement of work, service level schedule, Technical Specification, Project Scope, or other document incorporated into such Order, unless the Order expressly provides otherwise.
- (d) Interpretation. Ambiguities, inconsistencies or conflicts in these Terms and/or any Order shall be resolved in good faith by applying the most reasonable interpretation under the actual circumstances, giving full consideration to the Parties' intention at the time the applicable Order was accepted.

4. License and Service Orders.

4.1 Scope and Procedure.

- (a) Order Scope. All Orders entered into hereunder shall stipulate the details of the Licenses and/or Services to be provided by Apex.AI and Customer's Cooperation Obligations (if any). License Orders shall include a Technical Specification, the applicable License Class, License Type, and the applicable Fees. Service Orders shall include Scope Documents, a description of the required Customer's Cooperation Obligations, the relevant Project Scope (including milestones, if any) as well as applicable Fees. Customer acknowledges that the scope of the Licenses or the Services to be provided under the respective Order shall be limited to the scope explicitly specified in the Quote and all amendments and modifications to the scope specified may be subject to additional Fees pursuant to a separate agreement between the Parties.
- (b) Procedure for the Conclusion of Orders. All Orders shall be based on Quotes issued by Apex.AI. An Order becomes effective when Customer accepts the applicable Quote, Order, statement of work or other ordering document issued by Apex.AI, whether by signing it, issuing a Purchase Order expressly accepting it, accessing or using the applicable Software or Services, or otherwise indicating acceptance.

4.2 Customer's Cooperation Obligations. Individual Customer's Cooperation Obligations shall be stipulated in Orders or in the further provisions of these Terms. Customer's Cooperation Obligations shall constitute material obligations of Customer.

5. General Payment Terms.

- 5.1 Fees, Taxes. Customer shall pay Apex.AI the Fees which are stated in the respective Order. The Fees are exclusive of any taxes and Customer shall be responsible for all sales, use, and other taxes and all applicable duties, levies, and export fees and similar charges imposed by any federal, state, or local government entity on amounts paid under these Terms and any applicable Order, excluding taxes based solely upon Apex.AI's income. Customer shall reimburse Apex.AI for all taxes which are Customer's responsibility as set forth above.
- 5.2 Currency. Unless otherwise specified in an invoice or in the applicable Order, Customer shall pay Fees in U.S. dollars.
- 5.3 Payment Terms. Unless otherwise set forth in the applicable Order, Customer will pay all undisputed Fees in full by wire transfer to the account designated by Apex.AI, without counterclaim, set-off or other deduction of any nature, within thirty (30) days after Customer's receipt of the corresponding Apex.AI invoice. Except as expressly provided in these Terms or the applicable Order, all amounts paid pursuant to these Terms and any applicable Order are non-refundable.
- 5.4 Payment Default. If Customer does not pay any amounts, in whole or in part, on or before the date due, any unpaid amount, will bear interest at a rate equal to the lesser of: (a) eight percent

(8%); or (b) the maximum rate permitted by applicable law, in each case, calculated on the number of days such payment is delinquent, compounded monthly. In addition, Apex.AI may revoke any discount reflected in the applicable Quote or Order with respect to amounts not yet invoiced or paid.

- 5.5 **Payment Dispute.** In the event that Customer reasonably, and in good faith, disputes any amount invoiced or otherwise asserted by Apex.AI as due and payable, Customer will provide Apex.AI with written notice of the amount in dispute and the basis for the dispute. Apex.AI agrees that it will work with Customer to reasonably and expeditiously resolve the dispute in accordance with Section B.8.3, if such dispute cannot be resolved within the twenty (20) Business Day period as provided under Sections B.8.3(a) and B.8.3(b), the dispute shall be resolved by binding arbitration pursuant to Section B.8.3(c).
- 5.6 **Suspension Right.** If Customer fails to pay an amount properly invoiced in accordance with these Terms and the applicable Order by its due date, Apex.AI may suspend the provision of Services, Product Support and access to the Apex.AI Software until such payment is made, provided that the Customer has failed to make such payment within ten (10) Business Days following Apex.AI's notice of delinquency to Customer.
- 5.7 **Audit Rights.** If Fees are calculated under the applicable Order based on number of Deployment Platform units, Customer shall be obligated to keep a true and correct set of records of the production and distribution of Deployment Platforms and to report the corresponding quantities for the previous calendar month by the tenth (10th) Business Day of each calendar month. Apex.AI shall have the right to inspect and audit the financial books and records of Customer, once per calendar year, to verify the accuracy of reports and Fee payments, using an independent certified public accounting firm selected by Apex.AI and reasonably acceptable to Customer (the "**Auditor**"). The findings of the Auditor shall be binding on both Parties. Customer shall allow access, during normal business hours, to its financial books and records as may be necessary to verify the accuracy of any report submitted and any Fee payment made. If the Auditor identifies a discrepancy made during such inspection or audit period, Customer shall pay to Apex.AI the amount of the discrepancy within ten (10) Business Days of the date the Auditor provides each Party with its written report so concluding, or on such other date as otherwise agreed upon by the Parties. Apex.AI shall pay the Auditor's full costs and expenses of the audit unless such Audit leads to the discovery of a discrepancy to Customer's detriment that is more than three percent (3%) of the amount due for the period being examined, in which case Customer shall pay the cost charged by the Auditor for such review.
- 5.8 **Price and Fee Increases.** If the costs incurred by Apex.AI in providing the applicable Licenses or Services materially increase as a result of changes in taxes, duties, governmental measures, applicable laws or regulations, or significant increases in labor, material or other direct costs, Apex.AI may request that the Parties discuss an equitable adjustment to the applicable Fees. The Parties shall consult in good faith regarding such adjustment. If the Parties are unable to reach agreement on the adjusted Fees within thirty (30) days following Apex.AI's request, Apex.AI may terminate the affected Order upon written notice to Customer. Such termination

shall not affect any Fees accrued prior to the effective date of termination, and Customer shall remain obligated to pay all Fees properly due and payable for Licenses and Services provided prior to such termination. Notwithstanding the foregoing, this Section B.5.8 shall not permit Apex.AI to terminate any Deployment License that has already been granted under an effective Order, nor shall it affect Customer's rights with respect to Runtime Components already created or distributed pursuant to such Deployment License. Any adjustment of Fees relating to Deployment Licenses shall apply only prospectively to future Orders, additional Deployment Platforms, additional deployment quantities, renewals, extensions, Product Support, Services, or other rights not yet granted.

6. Insurance.

- 6.1 **General Requirement.** Customer shall maintain insurance coverage reasonably appropriate for its activities under the applicable Order and the risks associated with the development, testing, commercialization, deployment and use of products incorporating the Apex.AI Software, Runtime Components or Deployment Platform.
- 6.2 **Development Activities.** During any Trial Phase or Development Phase involving testing, evaluation, integration, validation or operation of Customer Systems, Target Platforms or Deployment Platforms, Customer shall maintain Commercial General Liability insurance in amounts and on terms consistent with industry practice for similarly situated companies conducting comparable activities, but in no event less than Five Million Dollars (US\$5,000,000) per occurrence and Five Million Dollars (US\$5,000,000) annual aggregate.
- 6.3 **Deployment Activities.** During any period in which Customer commercially distributes, sells, licenses, leases, deploys or otherwise places into service products incorporating Runtime Components, and for a period of at least five (5) years thereafter, Customer shall maintain Commercial General Liability insurance and Product Liability insurance in amounts and on terms consistent with industry practice for similarly situated companies and products, but in no event less than Ten Million Dollars (US\$10,000,000) per occurrence and Ten Million Dollars (US\$10,000,000) annual aggregate.
- 6.4 **Additional Coverage.** During the term of an applicable Order, Customer shall maintain workers' compensation insurance as required by applicable law and employer's liability insurance with limits of not less than One Million Dollars (US\$1,000,000) per occurrence.
- 6.5 **Insurers.** All insurance required under this Section B.6.5 shall be issued by reputable insurers authorized to conduct business in the applicable jurisdiction and possessing financial strength ratings reasonably acceptable to Apex.AI.
- 6.6 **No Limitation of Liability.** The insurance requirements set forth in this Section B.6.6 shall not limit Customer's indemnification obligations or other liability under these Terms or any applicable Order.
- 6.7 **Waiver of Subrogation.** Customer, on behalf of itself and its insurers, waives all rights of recovery and subrogation against Apex.AI and the Apex.AI Indemnitees to the extent covered

by insurance maintained pursuant to this Section B.6.7. Customer shall use commercially reasonable efforts to obtain corresponding waivers of subrogation from its insurers.

6.8 Evidence of Insurance. Upon Apex.AI's reasonable request, Customer shall provide certificates of insurance or other reasonable evidence demonstrating compliance with this Section B.6.8.

6.9 Failure to Maintain Insurance. If Customer fails to maintain the insurance required under this Section B.6.9 and does not cure such failure within fifteen (15) Business Days after receiving written notice from Apex.AI, Apex.AI may suspend performance under the affected Order and, if such failure continues, terminate the affected Order for material breach pursuant to Section B.12.3(b)(ii).

7. Limitation of Liability.

7.1 DISCLAIMER RELATED TO THIRD-PARTY MATERIALS. APEX.AI MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY OF THE THIRD-PARTY MATERIALS EVEN IF APEX.AI PROVIDES, MAKES AVAILABLE, OR RECOMMENDS, SUCH THIRD-PARTY MATERIALS TO CUSTOMER.

7.2 CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APEX.AI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, ANY APPLICABLE ORDER, OR THE SUBJECT MATTER HEREOF SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE SPECIFIC ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7.3 DISCLAIMER OF DAMAGES. IN NO EVENT SHALL APEX.AI BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION LOST PROFITS AND OPPORTUNITY COSTS), WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF APEX.AI WAS ADVISED OF THE POSSIBILITY OF, OR COULD HAVE FORESEEN, SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7.4 LIMITATION ON CLAIMS. NO CAUSE OF ACTION MAY BE BROUGHT BY CUSTOMER FOR ANY CLAIM(S) ARISING OUT OF, OR RELATING TO, THESE TERMS OR ANY ORDER AND ITS SUBJECT MATTER MORE THAN ONE (1) YEAR FROM THE EARLIER OF (I) THE DATE OF TERMINATION OF THESE TERMS OR SUCH ORDER, AS THE CASE MAY BE; OR (II) THE DATE CUSTOMER KNEW OR SHOULD HAVE KNOWN AFTER REASONABLE INVESTIGATION, OF THE FACTS GIVING RISE TO THE CLAIM(S). ADDITIONALLY, NO CAUSE OF ACTION MAY BE BROUGHT BY CUSTOMER FOR

ANY CLAIM(S) ARISING OUT OF OR RELATING TO ANY ERRORS IN DELIVERABLES MORE THAN TWELVE (12) MONTHS FOLLOWING ACCEPTANCE OF SUCH DELIVERABLE.

8. Communication, Escalation and Dispute Resolution.

8.1 Communication (Contact, Meetings and Protocols). Communications. Binding communications under these Terms or any applicable Order shall be made in accordance with the communication procedures agreed by the Parties for the applicable Order. Either Party may modify such procedures upon five (5) Business Days' prior written notice.

8.2 Project Managers. Each Party shall designate a representative responsible for coordinating and overseeing its performance under an Order (each, a "**Project Manager**"). Project Managers shall act as the primary contacts for project communications, operational matters and Project Changes relating to the applicable Order. Project Managers are not authorized to receive or accept formal Notices unless expressly designated by the applicable Party for that purpose.

8.3 Escalation Procedure. Before initiating arbitration, the Parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to these Terms or any Order as follows:

- (a) First Level. The disputing Party shall provide written notice of the dispute to the other Party's Project Manager, including a reasonable description of the dispute. The Project Managers shall attempt to resolve the dispute within ten (10) Business Days following such notice.
- (b) Second Level. If the dispute is not resolved within such ten (10) Business Day period, either Party may escalate the dispute to its management representatives. The management representatives shall attempt in good faith to resolve the dispute within an additional ten (10) Business Days.
- (c) Arbitration. If the dispute is not resolved through the escalation procedure set forth above, the dispute shall be finally resolved by binding arbitration in Santa Clara County, California, USA, in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by three (3) arbitrators appointed in accordance with such rules, unless the Parties agree to a single arbitrator. The award shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. Each Party shall bear its own attorneys' fees and expert costs, provided that the arbitrators may award costs and expenses to the prevailing Party in their discretion. Nothing in this Section B.8.3(c) shall prevent either Party from seeking temporary, preliminary or injunctive relief from a court of competent jurisdiction pending resolution of the arbitration.

9. Subcontractors.

Apex.AI may use subcontractors and Affiliates to perform its obligations under these Terms and any applicable Order. Apex.AI shall remain responsible for the performance of its subcontractors to the same extent as if such obligations were performed directly by Apex.AI. If Customer reasonably objects

to the use of a subcontractor on the grounds of legal, regulatory, compliance or information-security concerns, Customer shall notify Apex.AI in writing and the Parties shall discuss the matter in good faith. If the Parties are unable to resolve the matter, either Party may initiate the dispute resolution procedure set forth in Section B.8.3. For the avoidance of doubt, Apex.AI Affiliates shall not be deemed subcontractors for purposes of this Section B.9.

10. Publicity.

Any public announcement, press release, customer success story, conference presentation or similar publicity activity relating to an Order shall require the prior written consent of the other Party, except as otherwise expressly permitted under the Reference Customer Section B.11.4.

11. Confidentiality, Personal Data, Non-Personal Data, Reference Customer.

11.1 Confidentiality.

- (a) Confidential Information. From time to time, a Party (the “**Disclosing Party**”) may disclose or make available to the other Party (the “**Receiving Party**”) confidential or proprietary information concerning the Disclosing Party and its business, products or services (“**Confidential Information**”). Confidential Information includes all information, whether oral, written, visual, electronic or in any other form, that (i) is marked or identified as confidential or proprietary; (ii) by its nature would reasonably be understood to be confidential; or (iii) under the circumstances of disclosure should reasonably be understood to be confidential. Confidential Information includes, without limitation, product descriptions, specifications, Documentation, Source Code, technical information, financial information, business plans, reports, forecasts and trade secrets. For the avoidance of doubt, Apex.AI’s Confidential Information includes all Apex.AI Intellectual Property, product roadmaps, future products, proprietary business information and financial data. Confidential Information does not include information that: (A) is or becomes publicly available through no breach of these Terms by the Receiving Party; (B) was lawfully known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (C) is lawfully obtained by the Receiving Party from a third party without restriction on disclosure; or (D) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.
- (b) Protection and Use. Each Party shall: (i) use the other Party’s Confidential Information solely for the purpose of exercising its rights and performing its obligations under these Terms and any applicable Order; (ii) not disclose the other Party’s Confidential Information except to its employees, Affiliates, contractors, consultants, professional advisers and service providers who have a need to know such information and are bound by confidentiality obligations at least as protective as those set forth herein; and (iii) protect the other Party’s Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.
- (c) These confidentiality obligations will not restrict the disclosure of Confidential Information required by lawful order of a court or any governmental agency, provided that the Receiving

Party shall give prompt notice and cooperate in all reasonable respects with the Disclosing Party in seeking to prevent or limit disclosure and shall limit any such disclosure to the information actually required to be disclosed.

- (d) Return or Destruction. Upon termination or expiration of these Terms or an applicable Order, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information in its possession or control and, upon request, certify such return or destruction in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information contained in routine backup systems, archival records, disaster recovery systems, or records required to be retained by applicable law, provided that such retained Confidential Information remains subject to the confidentiality obligations set forth herein.
- (e) Equitable Relief. The Parties acknowledge that any breach or threatened breach of this Section B.11.1(e) may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the aggrieved Party shall be entitled to seek injunctive, equitable or other appropriate relief without the necessity of posting a bond or proving actual damages, in addition to any other remedies available at law or in equity.

11.2 Personal Data.

- (a) To the extent Apex.AI processes personal data on behalf of Customer, Apex.AI shall: (i) process such personal data only in accordance with these Terms, any applicable Order, any applicable data processing agreement, Customer's documented instructions and applicable data protection laws; (ii) implement and maintain appropriate technical and organizational measures to protect such personal data; (iii) ensure that access to such personal data is limited to personnel, Affiliates and permitted subcontractors who have a need to know and are bound by appropriate confidentiality obligations; (iv) not disclose or transfer such personal data to third parties except as permitted by applicable law, a data processing agreement, or with Customer's prior written authorization; (v) upon Customer's request and subject to applicable law, return or delete such personal data following completion of the relevant processing activities; and (vi) reasonably demonstrate compliance with the obligations set forth in this Section B.11.2(a) upon Customer's written request.
- (b) If Apex.AI processes personal data under an Order, the Parties shall enter into a data processing agreement to the extent required by applicable data protection laws.

11.3 Non-Personal Data. During Customer's use of the Apex.AI Software, non-personal data may be generated, including statistical, analytical, operational and reference data. Customer grants Apex.AI a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive, transferable and sublicensable right to use, reproduce, analyze, combine, modify and otherwise exploit such non-personal data for the development, improvement, support,

operation and commercialization of Apex.AI products and services, including machine learning, analytics and software development purposes.

11.4 Reference Customer. Subject to Customer's prior written consent, Apex.AI may identify Customer as a customer of Apex.AI and use Customer's name, logo and trademarks in customer lists, marketing materials, case studies and similar promotional materials. Customer may not unreasonably withhold, condition or delay such consent and may revoke its consent for good cause upon written notice; provided that Apex.AI may continue to use materials produced prior to such revocation. Customer grants Apex.AI a non-exclusive, non-transferable license to use Customer's name, logo and trademarks solely for the purposes permitted under this Section B.11.4.

12. Effectiveness, Term of Orders, Termination.

12.1 Effectiveness. These Terms shall become effective on the Effective Date and shall remain in effect until terminated in accordance with Section B.12.3. Apex.AI may modify these Terms from time to time in accordance with Section B.2 . Such modifications shall not affect any previously accepted Order except as expressly provided therein or otherwise agreed by the Parties. The termination of a particular Order shall not, by itself, terminate these Terms.

12.2 Term of Orders. Each Order shall commence on the effective date specified therein or, if no such date is specified, upon acceptance in accordance with these Terms, and shall remain in effect for the term specified in the applicable Order unless earlier terminated in accordance with these Terms or the applicable Order. If an Order does not specify a term, the Order shall remain in effect until all Licenses and Services provided thereunder have expired or been terminated in accordance with these Terms.

12.3 Termination.

- (a) Termination by Apex.AI. Apex.AI may terminate these Terms and/or any applicable Order upon written notice if Customer: (i) materially breaches these Terms or an Order and fails to cure such breach within thirty (30) days after receipt of notice thereof; (ii) fails to pay any undisputed amount due and fails to cure such non-payment within five (5) Business Days after receipt of notice thereof; (iii) becomes subject to any bankruptcy, insolvency, receivership or similar proceeding that is not dismissed within sixty (60) days; or (iv) ceases to operate as a going concern. Notwithstanding the foregoing, any breach of the confidentiality obligations, intellectual property provisions, license restrictions, export compliance obligations or customer-use restrictions set forth in these Terms shall be deemed non-curable and Apex.AI may terminate immediately upon written notice.
- (b) Termination by Customer. Customer may terminate these Terms and/or any applicable Order: (i) as expressly permitted under the Trial provisions or Acceptance procedures of these Terms; (ii) if Apex.AI materially breaches these Terms or an Order and fails to cure such breach within sixty (60) days after receipt of notice thereof; (iii) if Apex.AI becomes subject to any bankruptcy, insolvency, receivership or similar proceeding that is not dismissed within sixty (60) days; or (iv) if Apex.AI ceases to operate as a going concern.

- (c) Effect of Termination. Upon expiration or termination of these Terms or an applicable Order:
 - (i) all Licenses granted under the terminated Order shall immediately terminate unless otherwise expressly provided in the applicable Order;
 - (ii) Customer shall cease use of the applicable Apex.AI Software, Documentation and Apex.AI Intellectual Property and shall promptly return, destroy or permanently delete all copies thereof, certifying such return, destruction or deletion upon Apex.AI's request;
 - (iii) Customer shall return or destroy Apex.AI's Confidential Information in accordance with the confidentiality provisions of these Terms;
 - (iv) neither Party shall be relieved of any obligation accrued prior to the effective date of termination; and
 - (v) Customer shall remain responsible for all Fees and other amounts accrued and payable prior to the effective date of termination.
- (d) Survival. Any provision which by its nature is intended to survive expiration or termination, including provisions relating to payment obligations, confidentiality, personal data, intellectual property, indemnification, limitation of liability, audit rights, dispute resolution, governing law, accrued rights and obligations, and restrictions on use of the Apex.AI Software, shall survive the expiration or termination of these Terms and any applicable Order.
- (e) Notwithstanding the foregoing, termination or expiration of these Terms or an applicable Order shall not affect Customer's rights with respect to Runtime Components that were lawfully created, distributed, sold or otherwise placed into service pursuant to a Deployment License granted prior to such termination or expiration, nor shall it affect the exhaustion of Intellectual Property Rights as set forth in Section F.2.

C. TERMS AND CONDITIONS FOR LICENSES

1. License Scope.

- 1.1. Apex.AI Software. The applicable Order shall identify the Apex.AI Software, License Type, License Class, Product Support, if any, applicable Fees and other licensing terms. The functionality of the Apex.AI Software is described in the applicable Technical Specification, which forms part of the relevant Order. Apex.AI may update the Technical Specification from time to time in connection with the further development of the Apex.AI Software. Access to Updates is governed by the applicable License Type and Order. Apex.AI shall make available to Customer, through the applicable software repository or delivery mechanism, a software bill

of materials (“SBOM”) identifying the Open Source Software components incorporated into the Apex.AI Software version delivered to Customer.

1.2. Open Source Software.

- (a) Open Source Software integrated in Apex.AI Software. The SBOM made available with the applicable software delivery identifies the Open Source Software incorporated into the Apex.AI Software and references the applicable Open Source Software Licenses and notices.
- (b) Open Source Software provided separately. Apex.AI may also provide access to or instructions for separately obtaining Open Source Software that may be useful with, or interoperate with, the Apex.AI Software. Such separately provided Open Source Software is provided under its own license terms and is not integrated into or combined with the Apex.AI Software in any way that would make them a single program and communicate with the Apex.AI Software at arm’s length. Customer shall comply with all applicable Open Source Software Licenses and shall not use, combine, modify, link, distribute or otherwise make available the Apex.AI Software in a manner that would cause the Apex.AI Software to become subject to any Open Source Software License, including without limitation, Customer agrees not to statically link Apex.AI Software with any Open Source Software, and Customer agrees to distribute the Apex.AI Software separately from any Open Source Software.

1.3. Product Change.

- (a) Apex.AI, in its sole and absolute discretion, may implement Product Changes, from time to time, in accordance with Apex.AI’s product roadmap. Customer may request Product Changes from Apex.AI while a License Order is effective (each, a “**Customer Product Change Request**”) and Apex.AI shall assess such Customer Product Change Requests in due time and shall determine whether such functionality adds value to Apex.AI Software.
- (b) Customer Product Change Requests that are not already part of Apex.AI’s product roadmap, or Product Changes on Apex.AI’s product roadmap that Customer requests to be accelerated, may be realized at Apex.AI’s discretion. The timeline for such Product Changes shall be agreed between the Parties in good faith and may be subject to Customer placing an Order for the Product Change as offered by Apex.AI in the corresponding Quote.
- (c) For the avoidance of doubt, no Customer Product Change Requests shall be implemented by Apex.AI without an Order for such Product Change being provided by Customer and the applicable Service Order being modified in writing to the extent necessary based on the Quote provided by Apex.AI.

2. Fees for Licenses, Product Support, Product Training and Services shall be set forth in the applicable Order and paid in accordance with the payment provisions of these Terms.
3. General Terms and Conditions for Licenses.
 - 3.1 License Grant. The Apex.AI Software is licensed as set forth in the License Order for Trial, Development and/or Deployment, subject to the specific terms set forth in Sections C.4, C.5 and C.6. Order Forms include the applicable License Class and License Types.
 - 3.2 Authorized Users.
 - (a) Customer shall provide to Apex.AI, in writing, the names, titles and email of each Representative that is designated by Customer to receive access to the Apex.AI Software during the Trial or for the purpose of performing Development and/or Deployment. Each such proposed individual accepted by Apex.AI, in its sole discretion (each an **"Authorized User"**) shall be issued the necessary credentials to access the Apex.AI Software licensed pursuant to these Terms and the applicable Order. Upon Customer's request, Apex.AI shall remove any individual as an Authorized User and invalidate any associated credentials. Only Authorized Users may perform Trial or Development or access or receive Apex.AI's Confidential Information. Unless Customer has elected, as indicated on the Order, to receive a license that allows all individuals working in the Development Phase to be Authorized Users, at no time shall the maximum number of Authorized Users concurrently performing Development exceed that number specified in the Order.
 - (b) Notwithstanding the foregoing, during the Development Period, Customer may share the Documentation with certain Representatives of Customer who need to know the information therein for the purposes of supporting the Development or Deployment solely in accordance with the terms of this Section C.3.2(b). During the Development Period, Customer shall provide to Apex.AI, in writing, the names, titles and email of each individual with whom Customer proposes to share Documentation and each such proposed individual accepted by Apex.AI, in its sole discretion shall be a **"Limited User."** Under no circumstances shall Customer exceed any limits or restrictions set in relation to Limited Users.
 - (c) Customer will inform all Authorized Users and Limited Users of the restrictions in these Terms and instruct all Authorized Users and Limited Users to comply with these Terms. Customer is responsible for the acts or omissions of all Authorized Users and Limited Users.
 - (d) Customer shall maintain and update a schedule that lists each Authorized User and Limited User and provide such schedule to Apex.AI. Notwithstanding anything to the contrary in these Terms, Customer shall only propose to be an Authorized User, Representatives that will access the Apex.AI Software in a Customer-controlled environment and on Customer-controlled hardware. Customer shall inform Apex.AI of any changes without delay, in particular in case an Authorized User or Limited User leaves the Customer or is reassigned to a different group or project within the company.

3.3 Reservation of Rights. Except for the rights expressly granted in these Terms and the applicable Order, all rights, title and interest in and to the Apex.AI Software, Apex.AI Technology, Runtime Components, Product Changes and Apex.AI Marks (collectively, the "Apex.AI Intellectual Property") are reserved by Apex.AI. No rights are granted by implication, estoppel or otherwise. Customer shall not remove, alter or obscure any proprietary notices contained in the Apex.AI Software, Documentation or other Apex.AI materials. Any use of the Apex.AI Intellectual Property not expressly permitted under these Terms is prohibited. Specifically, Customer shall have no right to create derivative works of any Apex.AI Intellectual Property, whether directly or through any third party, including, but not limited to, translated or localized versions of Source Code or any other element of the Apex.AI Software and/or Apex.AI Technology.

3.4 Restrictions and Overuse.

- (a) License Restrictions. Customer shall not, directly or indirectly (i) use or permit the use, and provide access or permit access to Apex.AI Software by any users other than the users permitted pursuant to the applicable License Type; (ii) copy any of the Apex.AI Software through any means, or modify the Apex.AI Software or any portion thereof, except to the extent necessary to exercise its rights under the Licenses granted; (iii) modify the Source Code in any way, except solely to the extent necessary during Development and only with the participation of Apex.AI with all derivative works being subject to the assignment under Section F.1.1; (iv) use any Confidential Information, including any trade secrets, in any manner to circumvent any restrictions herein or to otherwise attempt to exercise its license rights under the Licenses other than as expressly permitted in these Terms and the applicable Order; (v) sell, license, transfer, lease, give away, distribute, or otherwise dispose of any Apex.AI Software, except as expressly permitted in these Terms and the applicable Order; (vi) reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects that embody Confidential Information; (vii) use, modify, combine, link, distribute, or otherwise make available the Apex.AI Software in a way that would make the Apex.AI Software subject to an Open Source Software License; and/or (viii) use Confidential Information, including the Apex.AI Software or any part thereof, to create or modify any software system functionally similar to the Apex.AI Software.
- (b) Overuse. If Customer uses the Apex.AI Software in excess of the scope, quantities, users, platforms, territories or other limits set forth in the applicable Order, Customer shall promptly notify Apex.AI and pay additional Fees for the period and extent of such overuse at Apex.AI's then-current rates, unless otherwise agreed by the Parties

3.5 Sublicensing to Affiliates.

Customer may extend Development Licenses and Deployment Licenses to Customer Affiliates with Apex.AI's prior written approval and subject to these Terms and the applicable Order. Customer shall provide Apex.AI with advance written notice identifying the relevant Affiliate or partner, location, intended use and proposed Authorized Users. Unless Apex.AI agrees otherwise in writing, such sublicensing is permitted only for Affiliates located and operating in North America, Japan, South Korea, the European Union or the European Economic Area. Each approved Affiliate sublicense shall:

(a) automatically terminate if the sublicensee ceases to be Customer's Affiliate or if the underlying License terminates; (b) prohibit further sublicensing or transfer; (c) be in writing; and (d) remain within the scope, purpose and limits of the applicable License. Customer remains responsible for each Affiliate's compliance. Trial Licenses may not be sublicensed.

3.6 Sublicensing to Third-Party Project Participants.

Subject to Apex.AI's prior written approval, Customer may permit identified third-party contractors, consultants, suppliers or development partners to access the Apex.AI Software, Documentation and Confidential Information solely to support Customer in connection with the specific project, program, product, Development or Deployment Platform covered by the applicable Order. Customer shall provide Apex.AI with advance written notice identifying each proposed third-party participant, its role and the intended scope of access. Any approved third-party participant shall: (a) access the Apex.AI Software solely on Customer-controlled systems or as otherwise approved by Apex.AI; (b) be bound by written confidentiality and use restrictions at least as protective as those contained in these Terms; (c) have no right to sublicense, transfer, distribute or independently use the Apex.AI Software; (d) use the Apex.AI Software solely for the benefit of Customer and solely in connection with the applicable project, program, product, Development or Deployment Platform; and (e) cease all access and use immediately upon completion of its participation in such project or upon Apex.AI's or Customer's request. Customer shall remain fully responsible for all acts and omissions of approved third-party participants.

4. Specific Terms and Conditions for Trial Licenses.

4.1 Scope of a Trial License.

- (a) Subject to these Terms and the applicable Order, including, but not limited to, payment of the Fees stated in the respective License Order, if applicable, Apex.AI grants to Customer for ninety (90) days following delivery of the Apex.AI Software or, if applicable, such other limited time period set forth in the License Order ("**Trial Period**") a limited, personal, indivisible, non-exclusive, non-transferable, right and license, by and up to the number of Authorized Users only, without the right to grant sublicenses, to (i) use and compile Source Code of the version of the Apex.AI Software identified in the Orders for the sole purpose of Trial; and (ii) use Source Code and Object Code for the purposes of evaluating, testing and demonstrating it on the Development Platform (the license granted pursuant to this Section C.4.1(a), the "**Trial License**"). The Trial License is granted, and the corresponding Trial is permitted, solely within a Customer-controlled environment and on Customer-controlled hardware. For the avoidance of doubt, a Trial License shall not authorize Customer and its Representatives to perform any Development or Deployment.
- (b) Furthermore, Apex.AI grants to Customer and its Representatives (if any) during the Trial Period, the indivisible, non-exclusive, non-transferable right to access and read the Documentation for the purposes of planning Customer's project of developing, evaluating, testing, maintaining, and demonstrating the Deployment Platforms, and checking the status of such project.

- (c) Customer shall provide Apex.AI with names, titles and email addresses of Representatives accessing the Apex.AI Software during Trial reasonably in advance.
- 4.2 Term of a Trial License. The Trial License automatically terminates upon the end of the Trial Period, unless these Terms or the applicable Order are terminated earlier. Customer shall have the right to terminate the Trial Period and the Trial License at any time prior to the completion of the Trial by providing Apex.AI with a written notice to such effect.
- 4.3 Termination of Trial Period. such termination shall be deemed a termination of the corresponding License Order and associated Service Order(s), if any.
- 4.4 Product Support for Trial Licenses. Product Support for Trial Licenses is provided only to the extent set forth in the applicable Order or Quote.
5. Specific Terms and Conditions for Development Licenses .
- 5.1 Scope of a Development License.
- (a) Subject to these Terms and the applicable Order, including, but not limited to, payment of the Fees stated in the respective License Order, Apex.AI grants to Customer, during the period of time set forth in the applicable Order (the “**Development Period**”), a limited, personal, indivisible, non-exclusive, non-transferable, right and license, by and up to the number of Authorized Users only, without the right to grant sublicenses except to Affiliates and Third-Party Project Participants subject to Section C.3.5 and C.3.6 to (i) use and compile Source Code of the Licensed Software for the sole purpose of Development in accordance with the applicable Project Scope; and (ii) use Source Code and Object Code for the purposes of developing, maintaining, testing and demonstrating Production Releases on the Development Platform in accordance with the applicable Service Order(s) (the license granted pursuant to this Section C.5.1(a), the “**Development License**”). The Development License is granted, and the corresponding Development is permitted, solely in the geographic territory specified in the applicable Order, if any, and, if not specified in the applicable Order, solely in any geographic territory that Customer operates on the Effective Date provided that such territory is in the North America, Japan, South Korea, the EU and the EEA. Notwithstanding anything to the contrary herein, the Development License does not permit Customer to sell, distribute, or commercialize the Licensed Software or any derivative thereof.
 - (b) Furthermore, Apex.AI grants to Customer during the Development Term, a limited, personal, indivisible, non-exclusive, non-transferable, right and license, without the right to grant sublicenses, to access the Apex.AI customer portal by Authorized Users and Limited Users and read the Documentation for the purposes of planning Customer’s project of developing, maintaining, testing, and demonstrating the Deployment Platforms, and performing project planning or project management activities.

- 5.2 Term of a Development License. The Development License automatically terminates upon the lapse of the Development Period unless these Terms or the applicable License Order is terminated earlier as provided herein.
 - 5.3 Lapse of Development Period. The Development Period shall terminate, and the Trial Phase shall be completed upon Acceptance of the corresponding Production Release(s) in accordance with Section D.4.3. Upon Acceptance of the corresponding Production Release(s), the Development Phase shall be completed, and the Deployment Phase shall automatically commence and proceed in accordance with the applicable License Order and Service Order(s) and corresponding Project Scope.
 - 5.4 Termination of Development Period. Customer shall have the right to terminate the Development Period and Development (i) upon failure of Acceptance in accordance with the provisions of Section D.4.3 by providing Apex.AI with a written notice to such effect; or (ii) in accordance to the provisions of Section B.12.3(b) by providing Apex.AI with a written notice to such effect. Any such termination shall be deemed a termination of the corresponding License Order and associated Service Order(s) for Development.
6. Specific Terms and Conditions for Deployment Licenses.
 - 6.1 Production Release. Prior to Deployment, the Parties shall identify and agree, in writing, upon the Production Release. The Production Release must: (a) meet or exceed Apex.AI's process, security and performance criteria; and (b) be compatible with a previous release of the Apex.AI Software that Apex.AI has agreed will be a Product-Ready Software Version for Customer or for a third party who licenses the Apex.AI Software. A Production Release will remain so designated notwithstanding the correction of Errors pursuant to Section D.4.3(d), a Product Change pursuant to Section D.1, or new features provided that subsections (a) and (b) of this Section C.6.1 remain true and correct.
 - 6.2 Scope of a Deployment License.
 - (a) Subject to the terms and conditions of these Terms and the applicable Order, including, but not limited to, payment of the Fees and any unit or volume limitations stated in the respective License Order, Apex.AI grants to Customer, for the production run of the vehicle, mobility product or any other tangible item incorporating the Deployment Platform set forth in the Project Scope or other period of time set forth in applicable Order (the "**Deployment Period**"), a limited, personal, indivisible, non-exclusive, non-transferable, right and license, by Authorized Users only, without the right to grant sublicenses except to Affiliates subject to Section C.3.5, to (i) create Runtime Components out of the Production Release agreed by the Parties under Section C.3.6; and (ii) copy and distribute these Runtime Components for the purposes of making, using, and selling the Deployment Platforms set forth in the Project Scope only (the license granted pursuant to this Section 6.2, the "**Deployment License**"). For the avoidance of doubt, (i) the Deployment License does not entitle Customer to make any modifications to the Source Code or Runtime Components;

and (ii) Customer's receipt of a Development License does not automatically entitle Customer to a Deployment License.

- (b) The Deployment License is granted, and the corresponding Deployment is permitted, (a) solely on the Deployment Platform, (b) solely as integrated into the product(s) as identified in the Order associated with the Deployment License, (c) within the scope of the Certifications, if any, (d) not in excess of the manufacturing or production limits specified in the applicable Order, if any, and (e) solely in accordance with any other conditions, restrictions, or limitations in the applicable Order, if any.
- (c) Customer shall not directly or indirectly use or permit the use of the Runtime Components other than to exercise the Deployment License. Deployment is limited to Runtime Components derived from the Production Release and Customer shall not perform Deployment with any version of the Apex.AI Software itself (either in whole or in part).

6.3 Term of a Deployment License. The Deployment License automatically terminates upon the lapse of the Deployment Period unless these Terms or the applicable License Order is terminated earlier as provided herein.

6.4 Termination of Deployment Period. Customer shall have the right to terminate the Deployment Period and Deployment in accordance with the provisions of Section B.12.3(b) by providing Apex.AI with a written notice to such effect. Any such termination shall be deemed a termination of the corresponding License Order and associated Service Order(s) for Deployment.

7. Form of Provision/Components Provided.

7.1 Components Provided. Apex.AI may provide the Apex.AI Software in Source Code or Object Code, or a combination thereof, together with the accompanying Documentation.

7.2 Form of Provision. The Apex.AI Software may be delivered by granting access to codebases, repositories, portals, or other distribution mechanisms. Subject to a License Order and upon Customer providing details of the Authorized Users such as name, title and email address, Apex.AI will provide Customer with any information necessary to access the Apex.AI Software, such as a password or a license key. The Apex.AI Software shall be deemed as provided within ten (10) Business Days after Apex.AI has enabled the first Authorized User to access the codebase or portal.

8. Customer's Cooperation Obligation and Customer's Feedback.

Customer shall test Updates and Production Releases on appropriate test systems before any productive use or Deployment and shall not deploy any updated Production Release unless such tests

have been successfully completed. Customer shall provide Feedback as soon as practicable, and all Feedback shall be governed by the intellectual property provisions of these Terms.

9. Product Support.

9.1 General Terms of Product Support.

- (a) Apex.AI will provide Product Support to the extent set forth in the applicable Order and subject to Customer's full and timely payment of all Fees due pursuant to these Terms and any applicable Order, including, but not limited to, any Fees associated with the Product Support as set forth on the applicable Order and will make commercially reasonable efforts to meet the levels of support as indicated in the Product Support Definition, if any, as attached to the applicable Order. Unless otherwise specified on the applicable Order, Fees for Product Support shall be paid in accordance with Section B.5.3. In addition to any remedies available to Apex.AI for non-payment, Apex.AI may, in its sole discretion, suspend the provision of Product Support to Customer until any overdue Fee amount is paid in full. Unless otherwise set forth in the applicable Order, Product Support is solely provided remotely and on Business Days, during normal business hours.
- (b) In the event of a failure or error that causes the functions of Apex.AI Software to substantially deviate from the functionality specified in the Technical Specification, or of Deliverables to substantially deviate from the functionality specified in the Project Scope, as the case may be, (each, an "**Error**"), Customer shall notify Apex.AI, in writing, of all issues that Customer reasonably believes are Errors and shall describe such Errors in a comprehensible manner (each an "**Error Notice**"). In order to receive Product Support with respect to Errors, Customer must provide to Apex.AI an Error Notice. In the event Customer gives an Error Notice to Apex of an Error giving rise to Product Support by Apex.AI according to this Section C.9.1(b), Customer shall use its best efforts to assist Apex.AI in Error analysis and the remedy. Customer shall grant access to the respective records of the Error (e.g., trace files, log files, error protocols) and shall send Apex.AI an export of the data the Apex.AI Software is operating on upon request, either by data transfer or by providing remote access. If possible, Customer will grant Apex.AI remote access to its servers on which the Apex.AI Software is operated, which allows the most effective analysis of the cause of the problem. In so far as it can be reasonably expected by Customer, repairs may also take place in the form of Apex.AI instructing Customer regarding measures that Customer can undertake to remedy the respective Error. Said instructions to remedy the Error are appropriate specifically in the event that Customer can remedy the Error with a minimum of effort or if a considerable impact of the Error can be avoided by Customer taking immediate action as instructed. A temporary workaround shall be considered a repair to the extent that the Apex.AI Software is not substantially impaired thereby.
- (c) Product Support does not include: (a) a Product Change or Product Training; (b) Non-Product Related Services; (c) adding new features or functionality to Apex.AI Software; (d) modifying the Apex.AI Software other than to resolve an Error; (e) porting applications, including, but not limited to, Customer Systems, to Apex.AI Software; (f) modifying,

debugging, or optimizing applications, including, but not limited to, Customer Systems or software architecture; (g) implementing, installing, or modifying Customer's or a third-party's software, including, but not limited to the Customer Systems, to interoperate with Apex.AI Software; (h) training Authorized Users; (i) installing or field testing Apex.AI Software; (j) supporting any software that is not Apex.AI Software, including, but not limited to, the Customer Systems; or (k) supporting any modifications made to Apex.AI Software by any person other than Apex.AI.

- (d) Notwithstanding anything else to the contrary in these Terms or any Order, Apex.AI will not provide Product Support if (i) the hardware used in conjunction with the Apex.AI Software is not in good working order or not being operated in accordance with the hardware's requirements and specifications; (ii) the hardware or hardware configuration used in conjunction with the Apex.AI Software does not meet the requirements and specifications in the Technical Specification; (iii) the Apex.AI Software has not been installed in accordance with the Documentation or Apex.AI instructions; (iv) Customer is operating or using Apex.AI Software in any way other than as contemplated by the Documentation; (v) Customer fails to follow any instructions provided by Apex.AI either in the Documentation or as provided by Apex.AI to Customer; (vi) Customer is using Apex.AI Software outside of the applicable License Class or outside the scope of the applicable License, in particular on any hardware other than the Deployment Platform; or (vii) Customer is otherwise in breach of these Terms.
- (e) If Apex.AI diagnoses an issue in an Error Notice and determines, in its sole discretion, that such issue is not an Error or that resolving such issue is not within the scope of Product Support, Apex.AI may provide, at its sole discretion, a Quote for Services to address such Error and will not provide Services per such Quote to address the issue in the Error Notice which is determined to not be an Error until the Parties enter into a Service Order for such Services.

9.2 Product Support for Trial Licenses and Development Licenses.

- (a) When providing Product Support in a Trial Period or a Development Period, as the case may be, Apex.AI will make commercially reasonable efforts to diagnose and resolve the Error within sixty (60) days, irrespective of the number of attempts. Unless the applicable Order or Product Support Definition expressly provides Product Support for a specific fixed version of Apex.AI Software, Apex.AI provides Product Support only for the then-current major release or most recent release of the applicable Apex.AI Software. If the applicable Order identifies a specific fixed version as the Licensed Software for Product Support purposes, Product Support applies only to that fixed version and does not include Updates, Product Changes, later releases or any other version unless expressly stated in the applicable Order or agreed by the Parties in writing.
- (b) When providing Product Support in a Trial Period or a Development Period, as the case may be, should Apex.AI be unable to remedy the Error, whether by repair or workaround, Customer shall be entitled, as its sole remedy, to (i) to terminate the applicable License

Order pursuant to Section. B.12.3(b)(ii), with the Error Notice serving as Customer's notice of default; and (ii) obtain a refund from Apex.AI of the Fees paid under the respective License Order by Customer for the Licensed Software, subject to the limitations and restrictions in Section B.7.

9.3 Error Remedies for Deployment Licenses.

- (a) When providing Product Support in a Deployment Period, Apex.AI will make commercially reasonable efforts to diagnose and resolve the Error within sixty (60) days, irrespective of the number of attempts. Unless the applicable Order expressly provides Product Support for a specific Production Release or Licensed Software version, Product Support is available only for the most recent Production Release delivered by Apex.AI under the applicable Order. If the applicable Order identifies a specific Production Release or Licensed Software version for Product Support purposes, Product Support shall be limited to that identified version.
- (b) Customer shall be obligated to test the Runtime Components and Deployment Devices for Errors immediately after Deployment as set forth in the Project Scope or Order. When providing Product Support in a Deployment Period, Apex.AI shall not be obligated to provide Product Support for any Error in a Production Release or Licensed Software version used to create Runtime Components if Customer fails to notify Apex.AI of such Error within ninety (90) days after the first Business Day that Customer performs Deployment with respect to such Runtime Components. Any Error Notice provided more than ninety (90) days after the first Business Day that Customer performs Deployment with respect to such Runtime Components shall be deemed to be outside of the scope of Product Support and Apex.AI may provide, at its sole discretion, a Quote for Services to address such Error.
- (c) With respect to an Error identified in the Production Release, Customer shall update, through "flashing an image", or performing an "over-the-air"-update and deploy the Runtime Components generated from the Production Release in which such Errors have been resolved to all Deployment Platforms that are impacted by such Error.
- (d) When providing Product Support in a Deployment Period, should Apex.AI be unable to remedy the Error, whether by repair or workaround, Customer shall be entitled, as its sole remedy, to (i) terminate the applicable License Order pursuant to Section B.12.3(b)(ii), with the Error Notice serving as Customer's notice of default; and (ii) obtain a refund from Apex.AI of the Fees paid under the respective License Order by Customer for the applicable Licensed Software, subject to the limitations and restrictions in Section B.7.

10. Product Training. At Customer's request and Apex.AI's discretion, Apex.AI may provide Product Training as set forth in the applicable Order. Fees for Product Training shall be set forth in the applicable Order or, if not specified, charged on a time-and-materials basis, including reasonable

expenses, at Apex.AI's then-current standard rates and paid in accordance with the payment provisions of these Terms

D. TERMS AND CONDITIONS FOR SERVICES

1. Scope of Services.

Apex.AI shall provide Services only as set forth in the applicable Service Order and as defined in the applicable Project Scope. Project Scopes shall include a specification for Deliverables, if applicable, and the relevant Acceptance Criteria. For the avoidance of doubt, (i) Apex.AI shall be under no obligation to modify the Licensed Software in accordance with Customer suggestions or requests, nor to agree to any Product Changes; and (ii) Non-Product Related Services are not included in a Product Change agreed by Apex.AI.

2. Term and Termination of Service Orders.

2.1 Service Orders shall become effective upon acceptance in accordance with these Terms and shall continue for the term specified therein or until completion of the applicable Services, unless earlier terminated in accordance with these Terms or the applicable Service Order. Unless otherwise specified in the applicable Service Order, either Party may terminate a Service Order for convenience upon thirty (30) days' written notice. Termination for cause shall be governed by the termination provisions of these Terms.

2.2 If Apex.AI terminates a Service Order for convenience, Apex.AI shall refund, on a pro rata basis, any amounts paid in advance for Services or Deliverables not provided as of the effective date of termination.

2.3 If Customer terminates a Service Order for convenience, Customer shall pay Apex.AI: (i) Fees for all Services and Deliverables provided before the effective date of termination; (ii) unrecoverable documented costs incurred by Apex.AI to wind down the Services; and (iii) fifty percent (50%) of the remaining Fees due under the Service Order for the remainder of its stated term or, if no term is stated, the estimated performance period set forth in the Service Order. Notwithstanding such payment, Customer shall not retain any rights in or to any Deliverables supplied under the terminated Service Order unless otherwise expressly agreed in writing by Apex.AI.

3. General Terms and Conditions for Services.

3.1 Duty of Care, Quality Assurance. Apex.AI shall perform the Services consistent with the scope set forth in the respective Order. Apex.AI shall use quality assurance techniques and tools proven in its operations and shall implement practices and measures intended to improve the

performance of the Services. The Parties may agree on specific measures with respect to quality assurance in an Order.

- 3.2 Information Security. Apex.AI shall be responsible for maintaining the security and integrity of its Services. Apex.AI shall implement reasonable technical measures and shall comply with good industry practices in terms of information security.
- 3.3 Fees. Fees for Services, including Product Changes, shall be stated in the applicable Order. Unless otherwise stated in the applicable Order, all fixed-fee, lump-sum, milestone-based or other non-time-and-materials Fees are due and payable in full upon effectiveness of the applicable Service Order. If the applicable Order provides for time-and-materials Fees, such Fees shall be invoiced monthly in arrears, including reasonable expenses, at the rates specified in the applicable Order. If the applicable Order does not specify Fees for Services, such Services shall be provided on a time-and-materials basis, including reasonable expenses, at Apex.AI's then-current standard rates, and shall be invoiced monthly in arrears. All Fees shall be invoiced and paid in accordance with the payment provisions of these Terms unless otherwise state in the applicable Order.
- 3.4 Customer's Cooperation Obligations.
 - (a) Specific Cooperation Obligations. In addition to more detailed obligations specified in an Order, Customer has the following Cooperation Obligations: (i) participation in workshops and meetings; (ii) identification and definition of Customer's requirements; (iii) review and approval of defined requirements; (iv) notification of Errors; (v) provision of test data and cases; (vi) execution of tests, based on the test cases; (vii) declaration of Acceptance if Acceptance Criteria are fulfilled.
 - (b) Consequences of Insufficient Customer's Cooperation. Customer shall timely perform all Customer Cooperation Obligations set forth in the applicable Order or otherwise reasonably required for Apex.AI's performance, including participating in workshops and meetings, identifying and approving requirements, notifying Apex.AI of Errors, providing test data and test cases, executing tests and declaring Acceptance where Acceptance Criteria are met. If Customer fails to timely perform its Customer Cooperation Obligations, Apex.AI's dates and milestones shall be reasonably extended, Apex.AI shall not be liable for resulting delay or non-performance, and Apex.AI may recover resulting expenses at its then-current rates. If Customer fails to perform within a reasonable cure period set by Apex.AI, Apex.AI may terminate the affected Order for cause.
 - (c) Customer's Feedback and Third-Party Materials. Customer shall provide its Feedback to Apex.AI as soon as practicable. All Feedback is subject to Section F.1.2. Customer shall provide the Third-party Materials set forth as required to be provided by the Customer in the respective Order and shall ensure that it has obtained all rights and licenses required to use the relevant Third-party Materials as needed for Apex.AI to provide its Services.

3.5 Procedure for Project Changes.

- (a) Project Changes. Either Party may request changes to the scope of Services under a Service Order (each, a "Project Change"). Until a Project Change is approved, Apex.AI shall continue performing the Services in accordance with the then-current Service Order. Apex.AI shall evaluate the impact of the requested Project Change on scope, effort, schedule, Deliverables, milestones and Fees and shall communicate such assessment to Customer.
- (b) A Project Change that does not affect Fees, payment terms or other commercial terms may be approved in writing by the Parties' Project Managers or other authorized representatives designated by the Parties for such purpose. Such approval may be documented through email, an agreed project management or ticketing system, a change request document, or another written record evidencing the Parties' agreement.
- (c) Any Project Change that affects Fees, payment terms, scope, Product Support commitments or other commercial terms shall require written approval by duly authorized representatives of both Parties. Upon such approval, the applicable Service Order shall be deemed amended solely to the extent expressly set forth in the approved Project Change.

3.6 Project Scope, Dates and Milestones.

The Project Scope may include estimated responsibilities, milestones, dates and Customer Cooperation Obligations applicable to the Services. Unless expressly stated otherwise in the applicable Service Order or Project Scope, all dates and milestones are estimates only. If Apex.AI becomes aware of circumstances likely to delay the Services or Customer's Cooperation Obligations, Apex.AI shall notify Customer and the Parties shall discuss appropriate adjustments to the applicable dates and milestones in good faith. Apex.AI shall use commercially reasonable efforts to minimize and mitigate delays. Apex.AI shall not be liable for any delay or failure to perform resulting from Customer's failure to timely perform its Customer Cooperation Obligations. In such event, applicable dates and milestones shall be reasonably adjusted.

3.7 Service Governance and Communication.

- (a) Project Manager. Each Party shall designate a Project Manager for each Service Order. The Project Managers shall act as the primary contacts for project communications, operational matters, project decisions and Project Changes relating to the applicable Service Order. Project Managers are not authorized to receive or accept formal Notices unless expressly designated by the applicable Party for that purpose. Either Party may replace its Project Manager upon written notice to the other Party.
- (b) Meetings and Minutes. Apex.AI shall document any project meeting to a reasonable extent. Such documentation shall be stored in the tool or repository that the Parties use in their regular communication.
- (c) Committees. For the provision of Services, the Parties may establish the committees as set forth in Section D.4.1(a).

4. Specific Terms and Conditions for Service Orders that include Deliverables.

4.1 Customer's Requirements and Specifications.

- (a) Requirements Engineering by Customer. Customer is responsible for compiling its requirements. Apex.AI supports Customer in this regard if requested, in particular, Apex.AI may organize workshops to compile the requirements and may consult Customer with respect to the analysis and evaluation of its business processes.
- (b) Requirements Documentation by Apex.AI and Approval by Customer. If stipulated in the respective Service Order, Apex.AI shall summarize the requirements compiled by Customer in one or, if necessary, more than one requirement documentations and submits these for examination and approval. Customer shall examine requirements documentations within the timeframes determined in the Project Scope and submit its feedback to Apex.AI. Apex.AI integrates such feedback and submits modified requirements documentation for final approval. Customer is obligated to approve the requirements documentation if its content reflects the compiled requirements completely. With its approval Customer states that the requirements documentation is consistent and correct and constitutes a sufficient basis for Apex.AI's performance.

4.2 License Grant for Deliverables. Upon creation, all Deliverables, including any Product Change, are licensed to Customer pursuant to the terms of Section C.5.

4.3 Acceptance of Deliverables.

- (a) Acceptance Test. Unless otherwise stated in the applicable Service Order, Deliverables shall be subject to acceptance testing by Customer in cooperation with Apex.AI in accordance with the applicable Project Scope and Acceptance Criteria (the "Acceptance Test"). Each Acceptance Test shall include of the following specifications: (i) determination of the timeframe for tests; (ii) statement of the objective of testing; (iii) description of the scope of testing; (iv) determination of the test systems and environment. Apex.AI shall submit Deliverables designated for Acceptance, and Customer shall perform the Acceptance Test within the timeframe specified in the applicable Project Scope. Apex.AI shall provide reasonable assistance during such testing. The Parties shall maintain reasonable written records of the Acceptance Test and its results.
- (b) Acceptance. A Deliverable shall be deemed accepted upon successful completion of the Acceptance Test. An Acceptance Test shall be deemed successful if the Deliverable substantially complies with the applicable Acceptance Criteria.
- (c) Error Notices. Any Error identified during an Acceptance Test shall be reported in an Error Notice containing sufficient information to identify, reproduce and analyze the Error. Customer shall reasonably assist Apex.AI in reproducing and diagnosing Errors. Errors that are not reasonably comprehensible or reproducible shall not be deemed failures of Acceptance.

- (d) Repeat Tests and Error Correction. If a Deliverable fails an Acceptance Test and Customer does not waive the relevant Error, Apex.AI shall attempt to remedy the Error in accordance with the Product Support provisions of these Terms. Following delivery of a correction or Update, the Acceptance Test shall be repeated. Up to three (3) Repeat Tests may be conducted, provided that all Repeat Tests are completed within sixty (60) days after Customer's initial Error Notice.
- (e) Customer Remedy. If the Deliverable fails the third Repeat Test or the Error remains unresolved more than sixty (60) days after Customer's initial Error Notice, Customer may, as its sole remedy, (i) terminate the applicable Service Order pursuant to Section B.12.3(b); and (ii) obtain a refund of the Fees paid for the affected Deliverable or Licensed Software under the applicable Service Order, subject to the limitations and restrictions set forth in Section B.5.
- (f) Immaterial Errors. Acceptance shall not be withheld due to immaterial deviations from the Acceptance Criteria or immaterial Errors. Such deviations or Errors shall be documented and corrected in a subsequent release of the Licensed Software.
- (g) Deemed Acceptance. A Deliverable shall be deemed accepted if Customer: (i) uses the Deliverable for Deployment; (ii) fails to report any Error within five (5) Business Days after commencement of the Acceptance Test; or (iii) delays commencement of the Acceptance Test for more than thirty (30) days after submission of the Deliverable for Acceptance.

E. WARRANTIES AND DISCLAIMERS

1. Trial Phase.

DURING THE TRIAL PERIOD, APEX.AI SOFTWARE IS PROVIDED "AS IS," AND APEX.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY; IN EACH CASE WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. APEX.AI DOES NOT WARRANT THAT APEX.AI SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE FREE FROM ERROR.

2. Development Phase. During the Development Period:

- 2.1 Apex.AI Software Limited Warranty. Apex.AI warrants that the Licensed Software will perform substantially in accordance with its Documentation solely for the purposes of the Development and solely for a period of ninety (90) days after the first Business Day of the Development Period, or with respect to Product Changes, solely for a period of ninety (90) days after delivery of such Product Change to Customer. Notwithstanding anything to the contrary in these Terms, the foregoing warranty does not apply to the Apex.AI Technology, Open Source Software, Third-Party Materials or Product Changes.
- 2.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION E.2.1, APEX.AI SOFTWARE, APEX.AI TECHNOLOGY, THIRD-PARTY MATERIALS, OPEN SOURCE SOFTWARE AND PRODUCT CHANGES, ARE PROVIDED "AS IS," AND APEX.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE,

FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY; IN EACH CASE WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. APEX.AI DOES NOT WARRANT THAT APEX.AI SOFTWARE, APEX.AI TECHNOLOGY, THIRD-PARTY MATERIALS, OPEN SOURCE SOFTWARE AND PRODUCT CHANGES WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE FREE FROM ERROR.

3. Deployment Phase. During the Deployment Period:

- 3.1 Deployment Representations and Warranties of Customer. During any Deployment Period, Customer represents and warrants to Apex.AI that the following conditions are true and correct with respect to the Runtime Components subject to Deployment: (a) Customer has tested the Runtime Components on the Deployment Platform, analyzed the results of such testing, and confirmed that the Runtime Components function according to Customer's expectations and requirements, and (b) Customer has attained and will maintain the Certifications at all times during the Deployment Period.
- 3.2 Disclaimer. PRODUCTION RELEASE SOFTWARE FOLLOWING ACCEPTANCE BY CUSTOMER IS PROVIDED "AS IS," AND APEX.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY; IN EACH CASE WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. APEX.AI DOES NOT WARRANT THAT PRODUCTION RELEASE SOFTWARE OR ANY RESULTING RUNTIME COMPONENTS WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE FREE FROM ERROR.

4. Product Support Limited Warranty.

Apex.AI represents and warrants to Customer that the Product Support will be performed in a workmanlike manner and consistent with industry practice. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION E.4, PRODUCT SUPPORT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND APEX.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT APEX.AI DOES NOT WARRANT THAT PRODUCT SUPPORT WILL BE ERROR-FREE, AND NO INFORMATION, GUIDANCE OR ADVICE DELIVERED BY APEX.AI THROUGH THE PRODUCT SUPPORT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

5. Product Training Limited Warranty.

Apex.AI represents and warrants to Customer that any Product Training will be provided and performed in a workmanlike manner and consistent with industry practice and shall conform to applicable requirements explicitly described and set forth in the applicable Order. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION E.5, PRODUCT TRAINING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND APEX.AI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT APEX.AI DOES NOT WARRANT THAT THE PRODUCT TRAINING WILL BE ERROR-FREE, AND NO INFORMATION, GUIDANCE OR ADVICE DELIVERED BY APEX.AI.

6. SOLE REMEDIES FOR BREACH OF APEX.AI SOFTWARE WARRANTIES.

APEX.AI'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES PROVIDED IN SECTION E.2.1 AND E.3.1 IS, AT APEX.AI'S OPTION, TO EITHER (A) RESOLVE ANY ERROR THROUGH THE PROVISION OF PRODUCT SUPPORT PURSUANT TO SECTION C.9. ANY SUCH LIABILITY SHALL BE SUBJECT TO CUSTOMER'S PROMPT WRITTEN NOTIFICATION OF A WARRANTY BREACH; OR (B) REFUND THE FEE PAID UNDER THE APPLICABLE LICENSE ORDER FOR THE AFFECTED LICENSED SOFTWARE, RESPECTIVELY GIVING RISE TO SUCH BREACH, SUBJECT TO THE LIMITATIONS IN SECTION B.7.

F. INTELLECTUAL PROPERTY MATTERS

1. Proprietary Rights; Feedback; Customer Proprietary Rights; Third-Party Materials; No Other Derivative Works.

- 1.1 Apex.AI Proprietary Rights. Apex.AI shall retain, or be vested with, all right, title, and interest in and to the Apex.AI Intellectual Property and all Intellectual Property Rights therein. Customer shall not display or use APEX.AI, APEX.OS, APEX.GRACE, APEX.IDA or any other marks used by Apex.AI as a designation of origin ("**Apex.AI Marks**") in any manner without Apex.AI's express prior written permission. Customer shall not challenge, contest, or otherwise impair Apex.AI's ownership of the Apex.AI Intellectual Property or any of Apex.AI's Intellectual Property Rights therein, including, but not limited to, validity or enforceability of such Intellectual Property Rights. To the extent that Customer obtains any rights to any Apex.AI Intellectual Property or to any Intellectual Property Rights therein, Customer hereby irrevocably quitclaims and assigns to Apex.AI all of Customer's right, title, and interest (and agrees to provide Apex.AI any assistance required to document, perfect, and maintain such rights) in the Apex.AI Intellectual Property and all Intellectual Property Rights.
- 1.2 Feedback. Customer hereby irrevocably assigns to Apex.AI all right, title, and interest in (and agrees to provide Apex.AI any assistance required to document, perfect, and maintain such rights) in any and all Feedback and in all Intellectual Property therein.
- 1.3 Customer Proprietary Rights. Customer shall own all right, title and interest in and to all Intellectual Property, and corresponding Intellectual Property Rights, Controlled by Customer or its Affiliates, which rights are (a) developed, conceived, obtained, or acquired prior to the Effective Date; (b) developed, conceived or acquired independently to these terms and any applicable Order hereunder; or (c) Customer Systems.
- 1.4 Third-Party Materials. From time to time, Apex.AI may provide, make available or recommend Third-Party Materials, including, but not limited to, software, scripts, libraries, or other materials, which may be used to interoperate with the Apex.AI Software. Customer is solely responsible for obtaining and maintaining any licenses necessary to use the Third-Party

Materials in connection with the Licensed Software, Development or Deployment, agrees to use the Third-Party Materials in compliance with any such licenses, and will be solely responsible for any amounts payable pursuant to such licenses. Scripts to access such Third-Party Materials are provided separately, subject to their respective licenses, are not integrated into or combined with Apex.AI Software in any way that would make them a single program and communicate with Apex.AI Software at arm's length. Customer agrees not to statically link the Licensed Software with any Open Source Software and take any and all other necessary steps to ensure that the Licensed Software does not become subject to any Open Source Software License.

- 1.5 No Other Derivative Works. Except as expressly permitted pursuant to the Development License or Deployment License, Customer has no right to create derivative works of the Apex.AI Software whether directly or through any third party, including, but not limited to, translated or localized versions of the Source Code of the Licensed Software.

2. Intellectual Property Exhaustion.

Apex.AI hereby confirms that Apex.AI has no right to control or influence the use of the Deployment Platform by any end-use consumer buying or otherwise acquiring, directly or indirectly, the Deployment Platform or a tangible item incorporating the Deployment Platform from Customer, or to demand payment beyond the amounts payable by Customer pursuant to these Terms and any applicable Order hereunder, whether by reason of patents, other Intellectual Property Rights or otherwise. The Parties agree that the sale of the Deployment Platform to end-use consumers shall constitute an exhaustion of Apex.AI's Intellectual Property Rights in and to any Apex.AI Intellectual Property, including, integrated Runtime Components, that is run, interoperated with or enabled in such Deployment Platform pursuant to the exhaustion doctrine under U.S. law, and any equivalent or similar doctrines under the law of any jurisdiction.

3. Third-party Right Infringement.

- 3.1 Notification. Customer shall give Apex.AI immediate notice of any alleged defects of title or infringement claims and shall provide reasonable cooperation in connection with the defense of each defect of title or infringement claim.
- 3.2 Indemnification. Apex.AI agrees, at its own expense, to defend, or, at its option, to settle any claim or action brought against Customer to the extent that it is solely based on a claim that the provided Production Release, as used within the scope of an Order, infringes any U.S. patent issued as of the Effective Date and Apex.AI shall indemnify and hold Customer harmless from and against damages, costs and fees reasonably incurred (including reasonable attorney's fees) that are attributable to such claim or action and which are assessed against Customer in a final judgment. Customer agrees that Apex.AI shall be released from the foregoing obligations unless Customer provides Apex.AI with (a) prompt notification of the claim or action, (b) sole control and authority over the defense, or settlement of the claim or action, and (c) all available information, assistance, or authority to settle and/or defend any

such claim or action. The limitation of liability as set forth in Section B.7 shall apply to the indemnification provided under this Section F.3.2.

- 3.3 Customer's Remedies. If a Production Release become the subject of an infringement claim or action, Apex.AI may, while taking Customer's interests into consideration, at its choice (a) procure, at no cost to Customer, the right to continue using such Production Release; or (b) replace or modify the Production Release to render it non-infringing, provided there is no loss of functionality; or (c) if the options above are not commercially feasible, terminate the respective Order and refund a prorated amount of the Fees paid for the Production Release.
- 3.4 Open Source Software. The indemnification obligation under Section F.3.2 and Customer's remedies under Section F.3.3 shall apply to Open Source Software which is integrated into the Apex.AI Software and listed in the Technical Specification; provided that the warranty and liability exclusions of the applicable Open Source Software Licenses shall apply to Open Source Software which is provided in addition to the Apex.AI Software as set forth in Section C.1.2. Except for the foregoing, Apex.AI shall have no indemnification or other obligations with respect to Open Source Software.

G. MISCELLANEOUS PROVISIONS

1. Specific Covenants of Customer.

- 1.1 Indemnity of Apex.AI. Customer shall indemnify, defend and hold harmless Apex.AI, its Affiliates, and its and their respective directors, officers, agents, employees or other representatives (the "**Apex.AI Indemnitees**") from and against any claims, losses, liabilities, deficiencies, royalties, damages, diminution of value, debt, interest and penalties, costs and expenses, including reasonable out-of-pocket attorneys' fees and expenses and other expenses of investigation and defense as a result of or arising out of: (a) any claim, action or proceeding by any third party in connection with the Development or Deployment activities; (b) any product liability claim (including, but not limited to, any claims alleging defects, failures, functional errors, or other problems) which is brought against Apex.AI with respect to (i) the Target Platform or Deployment Platform; (ii) vehicles, mobility products or any other tangible item, in each case incorporating the Target Platform or Deployment Platform; or (c) Customer's noncompliance with export control laws and regulations or other violation of Section G.1.4; (d) any claims brought against Apex.AI by a third party alleging that a Customer System, the Target Platform or Deployment Platform or any software installed on the Target Platform or Deployment Platform, infringes the Intellectual Property Rights of a third party.
- 1.2 General Restrictions. Notwithstanding anything to the contrary in this these Terms, Customer shall not directly or indirectly (a) exceed the scope of the Development License with respect to Development; (b) exceed the scope of the Deployment License with respect to Deployment; (c) copy or modify the Source Code of the Licensed Software, in whole or in part, except to the extent expressly permitted by the Development License; (d) remove any proprietary or confidential notices or markings from Confidential Information; (e) use any Confidential Information, including any trade secrets, in any manner to circumvent any restrictions herein;

(f) sell, license, transfer, lease, give away, distribute, or otherwise dispose of the Licensed Software except in the form of Runtime Components; (g) grant any sublicenses or any other subsidiary uses of the Licensed Software; and/or (h) modify the Licensed Software in a way that would subject the Licensed Software to an Open Source Software License.

1.3 No Competition; No Solicitation. Neither Customer nor any of its Affiliates shall use any Apex.AI Intellectual Property, Confidential Information, Documentation, Licensed Software, Product Changes or other materials provided by Apex.AI to develop, market, offer or support any product, service or technology that competes with the Apex.AI Software or Apex.AI Technology. During the term of any applicable Order and for a period of one (1) year thereafter, neither Customer nor any of its Affiliates shall, directly or indirectly, on their own behalf or on behalf of any third party, solicit for employment or engagement, recruit, hire, or attempt to recruit or hire any employee of Apex.AI with whom Customer had material contact in connection with the applicable Order; provided that general advertisements, public recruiting efforts not specifically directed at such employee, and unsolicited applications shall not constitute a violation of this Section G.1.3.

1.4 Export Compliance. Customer shall observe all applicable United States and foreign laws and regulations with respect to the development, manufacture, marketing and transfer of the Licensed Software, the Runtime Components, or any other goods, services, or technology licensed or created hereunder, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulation. Customer hereby represents and covenants that neither Customer nor any Authorized User (i) is a national of, nor controlled by a national of, any country to which the United States prohibits the export or re-export of goods, services, or technology; (ii) is a person specifically designated as ineligible to export from the United States or deal in U.S. origin goods, services, or technologies. Customer shall not export or re-export, directly or indirectly, the Licensed Software or Runtime Components, to any country or person (including legal entities) to which the United States prohibits the export of goods, technology or services. In the event that a United States government license or authorization is required for an export or re-export of the Licensed Software or the Runtime Components, or any other goods, services, or technology licensed or created hereunder, Customer shall obtain any necessary United States government license or other authorization prior to undertaking the export or re-export.

2. General Contract Provisions.

2.1 Assignment. Neither Party may assign or transfer these Terms, any Order, or any rights or obligations hereunder without the prior written consent of the other Party provided, however, that Apex.AI may, upon prior written notice to Customer, assign these Terms and /or any Order to (a) an Affiliate of Apex.AI, (b) to a successor by operation of law, or (c) to a successor of all or substantially all of the assets or business of Apex.AI whether by merger, reorganization, consolidation, acquisition, sale of assets, or otherwise. Subject to the foregoing restrictions,

these Terms and each applicable Order shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

- 2.2 No Third-Party Beneficiaries. Except for the Apex.AI Indemnitees, these Terms and each applicable Order are for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms or any Order.
- 2.3 Independent Contractors. The relationship between the Parties under these Terms and any applicable Order is that of independent contractors. Nothing in these Terms or any Order should be construed to create a partnership, joint venture, fiduciary, agency, employment or similar relationship between the Parties. Neither Party has any authority to bind the other Party, or to assume or create any obligation or waive any right on behalf of the other Party. Neither Party nor such Party's employees are, or will be deemed for any purpose to be, employees of the other Party. Neither Party will be responsible to the other Party, the other Party's employees, or any governing body for any payroll-related, unemployment insurance premiums, worker's compensation, health care, pension plan contributions, taxes related to the performance or other similar responsibilities.

Notices. Any notice required or permitted to be given under these Terms or any applicable Order (each, a "**Notice**") shall be in writing. Notices to Apex.AI shall be sent to legal@apex.ai, or to such other email address as Apex.AI may designate by Notice to Customer in accordance with this Section G.2.3. Notices to Customer shall be sent to the notice email address or physical address identified in the applicable Order, or to such other email address or physical address as Customer may designate by Notice to Apex.AI in accordance with this Section G.2.3. A Notice may be delivered (a) by nationally or internationally recognized overnight courier or delivery service; or (b) by electronic mail to the applicable notice email address. A Notice shall be deemed received: (i) if delivered by courier or delivery service, on the next Business Day following dispatch; and (ii) if delivered by email, on the date transmitted, provided the email is sent during the recipient's normal business hours, or otherwise on the next Business Day. For the avoidance of doubt, routine operational, technical, support and project-related communications are not Notices for purposes of this Section G.2.3 and may be conducted through the communication channels designated by the Parties for such purposes.

- 2.4 Governing Laws. These Terms, any applicable Order, and any claim arising out of or relating to these Terms, any Order, or the transactions contemplated hereby, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice-of-law or conflict-of-law rules that would require the application of the laws of any other jurisdiction.
- 2.5 No Waiver. Any waiver of any provision of these Terms or any applicable Order, or of any breach thereof, must be in writing and signed or otherwise expressly agreed to by an authorized representative of the waiving Party. No failure or delay by either Party in exercising any right, power or remedy under these Terms or any applicable Order shall operate as a

waiver thereof. A waiver of any provision or breach shall not constitute a waiver of any other provision or breach, whether of the same or a similar nature, nor shall any waiver constitute a continuing waiver unless expressly stated in writing.

- 2.6 Entire Agreement. These Terms, together with the applicable Order, Quote, Scope Documents, Attachments and any other documents expressly incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all prior and contemporaneous proposals, discussions, negotiations, representations, understandings and agreements, whether written or oral, relating to such subject matter. No Purchase Order, supplier portal terms, procurement terms or other terms and conditions provided by Customer shall modify, supplement or supersede these Terms or any applicable Order, and all such terms are expressly rejected and shall have no force or effect. Except as expressly provided in Section B.2, no amendment to these Terms or an applicable Order shall be effective unless it is set forth in a written instrument or electronic record and accepted by duly authorized representatives of both Parties. For the avoidance of doubt, a modification to these Terms published by Apex.AI shall not amend any previously accepted Order unless expressly agreed by the Parties.
- 2.7 Severability. If any provision of these Terms or any applicable Order is held to be invalid, illegal, unenforceable or in conflict with applicable law by a court or tribunal of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent. If such modification is not possible, the provision shall be deemed severed from these Terms or the applicable Order, as applicable. The validity, legality and enforceability of the remaining provisions of these Terms and the applicable Order shall not be affected thereby.
- 2.8 Force Majeure. Nonperformance of either Party (except for any payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, earthquake, pandemic, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of, and not caused by the negligence of, the nonperforming Party.