ARCHIVED COPY of Terms & Conditions as published at https://www.rezolve.ai/legal/terms until 2026-11-11. Superseded by Version 3.0.

Terms & Conditions

The general terms and conditions governing enterprise subscriptions to the Rezolve.ai platform.

Version 2.2 · Last updated August 20, 2024

ACTIONABLE SCIENCE – GENERAL TERMS

Actionable Science Incorporated ("**Company**" and/or "**ASC**") offers, an online software-as-a-service platform, managed and provided by ASC, comprising various tools and ASC proprietary Software under the brand name "Rezolve" or "Rezolve.ai".

The Agreement (*defined below*) constitutes a legally binding agreement between you/ the person or legal entity that you represent ("**Customer**") and the Company regarding the use of the Platform. By accepting these Terms and Conditions, using or otherwise accessing the Service, the Customer agrees to the Agreement and certifies that it has all necessary rights to do so. If you are accepting on behalf of another Person, i.e., the Customer, you represent and warrant that: (i) you have full legal authority to bind the Customer to the Agreement; (ii) that you have read and understood the Agreement; and (iii) you agree to the Agreement on behalf of the Customer that you represent. If you do not have the legal authority to bind the Customer, please do not accept the Terms and Conditions or Agreement or access the Platform.

If you have executed an Order Form (*defined below*), you must refer to these Terms and Conditions with Order Form. In case of any inconsistency between these Terms and Conditions and an Order Form, the provisions of these Terms and Conditions shall prevail unless expressly and specifically stated otherwise in the Order Form.

The Company and Customer shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

1. Definitions and Interpretation

1. **Definitions.** Words and phrases in this Terms and Conditions shall have the meaning ascribed to them in the Appendix to these Terms and Conditions when their first letter(s) is capitalized.

2. **Interpretation.** In this Agreement, unless the context requires otherwise: (i) headings are for convenience only and do not affect the interpretation of this Agreement; (ii) references to a person include artificial persons, including a company, corporation, partnership, firm, society or trust; (iii) the words "include", "includes", "including", and similar words shall be read as if followed by the phrase "without limitation"; (iv) reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision; any reference to an agreement, deed, instrument, license, or other document, or to a provision of any of these, shall be a reference to it as amended, supplemented, replaced, novated, or assigned; (v) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the

preparation of this Agreement or any part of it; and (vi) during interpretation of this Agreement, should there exist any conflict between the provisions of the Terms and Conditions and any part of the Agreement, including the Order Form, the Terms and Conditions shall prevail unless expressly stated otherwise.

2. Provision of the Service

1. To access and use the Platform's functions, Customers must register for a Subscription by entering into an Order Form. On execution of a valid Order Form, and subject to compliance with the Agreement and timely payment of Fees, the Company grants the Customer a non-exclusive, non-transferable, limited and revocable right to use the Services in accordance with the Agreement only during the Subscription Term. The Customer may use the Services only for its internal business purposes and to the extent permitted in its Order Form. The Service should be used in accordance with this Agreement and the Documentation.

2. **Trial Version.** ASC may offer a trial of the Platform at its sole discretion, directly, or indirectly (such as through a third party platform like as Microsoft Teams), with limited functionality and duration imposed at ASC's sole discretion ("**Trial Version**"). Notwithstanding anything to the contrary, Trial Versions are always provided "as is" and "where is," without warranties, support, or guarantees of any kind and ASC disclaims all liabilities and obligations regarding Trial Versions to the fullest extent permitted by law. While these Terms and Conditions generally applies during the trial, Customers of a Trial Version are not entitled to remedies outlined in Sections 6. ASC retains all rights to Trial Versions and may modify, suspend, or terminate access at any time without liability. ASC assumes no responsibility for Customer Data during trials. By using a Trial Version, Customer agrees to these terms and limitations.

3. Notwithstanding anything to the contrary, nothing in this Agreement is intended to transfer any ownership rights or title in the Platform, nor its associated Intellectual Property to the Customer. All such rights and title will continue to remain with the Company. Upon termination or expiration of the Customer's Subscription Term, unless renewed, the Customer's limited right to use the Service in accordance with the Agreement shall terminate immediately.

3. Restrictions on Use

1. Notwithstanding anything to the contrary, the Customer shall not, nor permit any User or other Person to, directly or indirectly:

   - Reverse engineer, disassemble, decompile, or attempt to discern the source code or inner workings of the Platform, or create derivative works based on the Platform, its features, functions, or user interface;
   - Remove or modify any proprietary markings or restrictive legends placed by ASC on the Platform;
   - Use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material or to trigger or instigate intellectual property infringement claims;
   - Copy, alter, modify, translate, reproduce, transmit, publish, adapt, distribute, broadcast, or display the Platform or any part thereof;

- Assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent, or use the Platform except as expressly permitted by this Agreement and the Documentation, including by offering the Service or Platform in a service bureau or outsourcing offering;
- Allow any Person other than authorized Users to access or use the Service;
- Use the Services or Platform (a) in violation of any applicable law, (b) to build a competitive product or service, (c) to build a product or service using similar ideas, features, functions or graphics of the Platform, (d) to copy any ideas, features, functions or graphics of the Platform, or (e) for any purpose not specifically permitted by ASC;
- Collect, process, or transfer personal information except as permitted by applicable data protection and privacy laws, including obtaining required consents;
- Access, use, export, re-export, or transfer, directly or indirectly, any part of the Platform except in full compliance with all applicable laws and regulations, including U.S. export control laws and regulations;
- Introduce to the Platform or otherwise use any Malicious Code in relation to the Platform;
- Use the Platform in a manner that may (a) disrupt third parties' use of the Platform, (b) violate or tamper with its security, (c) circumvent features that enforce usage limitations, (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, or (e) exceed any contractual usage limits;
_ Circumvent any processes, procedures, or technologies implemented by ASC for safeguarding the Platform; or attempt to gain unauthorized access to any Service or its related systems or networks;
- Access or use the Platform in any manner that does not comply with the Documentation or ASC's instructions.

2. Without prejudice to other rights available to ASC under law, contract or otherwise, if ASC reasonably believes that the Customer has failed to meet any obligations under this Section 3, ASC reserves the right to disable the Customer’s access to the Services and/or the Platform (temporarily or permanently) and/or remove any material that is, in ASC opinion, contrary to the terms of the Agreement, without any liability to the Customer. If it deems appropriate in such a scenario, ASC may: (i) notify the Customer of such suspension in advance, and/or (ii) provide reasonable assistance to assist the Customer in the remediation of such violation or to mitigate such risk to the Platform.

4. Customer’s Users

1. Users will be subject to an additional End User Agreement. Customer must ensure that each User must agree to and abide by the End User Agreement, or else such User’s access to the Service may be terminated in ASC’s sole discretion without prejudice to any other rights and remedies that are available to it.

2. The Subscription may provide separate usage rights to different categories of Users, for instance, system administrators/analysts.

5. Fees

1. The Customer shall pay ASC the fees applicable to the Customer's Subscription as set forth in the relevant Order Form. The Customer's Order Form will prescribe:

   - The fee payable by the Customer toward the Subscription, charged on a per User basis, provided that: (i) any reference to a number of Users in the Order Form shall be deemed to be the minimum number of Users for the purpose of this Section; and (ii) Users who require additional functionality from the Service to carry out their functions (for instance, administrators, agents and/or analysts) may be subject to a different fee as would be defined in the Order Form ("**Subscription Fee**");
   - A one-time fee paid toward installation of the Platform ("**Installation Fee**"), per the relevant Order Form;
   - Any fee payable for any additional services that the Customer may require from ASC, and that ASC may agree to provide at its sole discretion, which may include, without limitation, any service credits billed toward automation building in accordance with the Customer's Order Form (the "**Services Fee**", and together with the Subscription Fee and the Installation Fee, the "**Fee**").
2. All Fee paid is non-refundable. If the Subscription Fee paid by the Customer is insufficient for the number of Users of the Customer, the Customer must request the Company to allow the additional Users to use the Services. On the receipt of such request, the Company will raise an invoice on the Customer to make payment of Subscription Fee for the additional Users, in accordance with the Order Form or as otherwise agreed to by the Parties in writing.
3. As per the Order Form, payment of Fees may be: (i) paid against an invoice raised by ASC, which shall be no later than 15 (fifteen) days from the date on which the invoice is received, unless otherwise agreed to by the Parties, or (ii) charged directly to the credit card provided by the Customer with an invoice sent to the contact information provided to ASC.
4. All payments due under this Agreement exclude sales, use, value-added, withholding, and other taxes and duties. The Customer is responsible for paying all taxes and duties levied by any authority in connection with this Agreement, except for taxes on ASC's net income. Should any tax or duty require withholding or deduction from the Customer's payment, the Customer shall increase the payment amount to ensure that, after such withholding or deduction, ASC receives the full amount it would have received without the withholding or deduction.
5. In addition to other remedies available to ASC, ASC expressly reserves the right to suspend or terminate the Service and notify the Customer of such termination or suspension, if the Customer fails to pay the Fees in a timely manner despite ASC's reasonable effort to notify the Customer. The Customer further acknowledges and agrees that ASC has no obligation to retain Customer Data and that it may be deleted from the Service if the Customer failed to pay any outstanding Fees when due.

6. Security and Data

1. **Security.** ASC maintains a security and privacy program designed to: (i) protect the security and integrity of Customer Data; (ii) protect against threats or hazards to Customer Data; and (iii) prevent unauthorized access to Customer Data. More information about our specific security measures are available at: https://www.rezolve.ai/rezolve-faqs. This program, implemented on a best efforts basis, will include:

- Environmental and physical security measures to prevent unauthorized physical access;
- Access management restricting users to necessary resources;
- Strong authentication and industry-standard encryption for remote access;
- Annual third-party penetration testing of the Service (executive report available upon written request);
- Identification and access controls for ASC's systems and data;
- Periodic security and privacy training for ASC employees; and Regular information security risk assessments.

2. **Compliance and Certification.** ASC will annually validate compliance with its security and privacy program. Audits will be conducted in accordance with ASC's policies, legal requirements, and industry practices.
3. **Data Breach.** ASC will notify Customer without undue delay in case of a confirmed Data Breach unless such notification is delayed due to an act or order of any governmental agency or other similar authority. ASC will provide Customer with a description of the nature of the Data Breach, including a description of the measures taken to address the Data Breach (and if applicable measures to mitigate it) and likely consequences of the Data Breach. ASC will reasonably assist Customer with conducting investigations and analysis required by Customer. ASC will take all necessary steps consistent with good industry practice, and taking into account the severity of the risk, to resolve such Data Breach as quickly as possible and to prevent its recurrence. For the purposes of this section, a "**Data Breach**" shall mean any unauthorized, accidental or unlawful destruction, loss, alteration, disclosure of, or access to Customer Data.
4. **Customer Data.** Ownership and Use of Customer Data. As between the parties, Customer and its licensors retain all right, title, and interest (including any and all intellectual property rights) in and to the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to ASC and its Affiliates a non-exclusive, sub-licensable, royalty-free license to use, process, and transmit the Customer Data solely for the purpose of providing the Service during the Subscription Term. Except to provide the Customer with better Services and without prejudice to Section 6.6 below, ASC will not use Customer Data to train or develop its own AI models, for general purposes or for the delivery of services to ASC's other customers, and will take reasonable steps to ensure that its service providers do not use Customer Data to train or develop their AI. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer warrants that it has and will maintain sufficient rights in the Customer Data to grant the rights to ASC under this Agreement.
   - **Data Processing Addendum.** The Parties will comply with the terms of the ASC Cloud Data Processing Addendum, which is incorporated into this Agreement by reference, with respect to the processing of personal data as defined therein. ASC will process Customer Data in accordance with applicable data protection laws, this Agreement (including the ASC Cloud Data Processing Addendum), and ASC's Privacy Policy.
5. **Third Party Components and Integrations.** The Platform may use, include, integrate and/or allow access to certain software, files, components, third party services and/or materials as well as certain software that is created by third parties that is subject to open source and/or third-party license terms ("**Third Party Components**"). A list of Third Party Components used in the Platform is available in our About Box, which may be updated by ASC from time to time. The Customer confirms that it: (i) has read and accepted relevant documentation in relation to such Third Party Components, and (ii) has the rights to use and access such Third Party Components

with the Service. To the extent that the Customer connects Third Party Components to the Service, the Customer acknowledges and agrees that: (i) it provides ASC with the permission to transfer Customer Data to and from such Third Party Components and (ii) to the extent permitted by applicable law, the Customer's use of any such third party services in conjunction with the Service is at Customer's sole risk and without warranty of any kind by ASC, whether express or implied, including the implied warranties of merchantability, non-infringement, performance, and fitness for a particular purpose.

6. **Collection and Use of Analytical Data.** Customer hereby consent to ASC's collection, use, storage, and transmission of technical and related information derived from Customer's use of the Service ("**Analytical Data**"). This Analytical Data may include information that identifies Customer's computer (such as the Internet Protocol Address), browser type, operating system, and application usage patterns. ASC collects Analytical Data periodically to improve the Service, the underlying software, and to provide Customer with additional services. All Analytical Data will be used in aggregate, anonymized form, and will not be used to identify Customer or any User personally. ASC shall own all right, title, and interest in and to the Analytical Data.

7. Intellectual Property

1. **ASC's Intellectual Property.** The Company and its Licensors retain all rights, title, and interest in and to its Intellectual Property, including but not limited to the Platform and/or any modifications, customizations, configurations enhancements, or derivative works thereof, regardless of whether such Intellectual Property is used or developed in connection with the Services provided under this Agreement or any Order Form. Nothing in this Agreement or any Order Form shall be construed as granting the Customer any rights or licenses in the Company's Intellectual Property, except as expressly provided herein. ASC's marks and logos and all other proprietary identifiers used by ASC in connection with the Service ("**ASC Marks**") are all trademarks and/or trade names of ASC and/or its Affiliates. No right, license, or interest to the ASC marks is granted hereunder, and any use thereof shall be based on prior written approval from ASC.

2. **Restrictions.** The Customer shall not, and shall not permit any third party to: (a) copy, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Company's Intellectual Property; (b) sell, resell, license, sublicense, distribute, rent or lease the Company's Intellectual Property; (c) use the Company's Intellectual Property for the benefit of any third party; or (d) remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) of the Company or its licensors on the Intellectual Property.
3. **Customer's Intellectual Property.** As between the Parties, the Customer retains all rights, title, and interest in and to its pre-existing Intellectual Property and any Intellectual Property developed by the Customer independently of the Services provided under this Agreement. The Customer grants the Company a limited, non-exclusive, royalty-free license to use the Customer's Intellectual Property solely to the extent necessary to provide the Services under this Agreement and any Order Form.
4. **Newly Developed Intellectual Property.** Unless otherwise expressly agreed in writing, any Intellectual Property developed by the Company in the course of providing the Services or

otherwise in relation to the Platform shall belong exclusively to the Company.

5. **Feedback.** Customer grants the Company a perpetual, irrevocable, worldwide, royalty-free license to freely use any Feedback provided to the Company into its products and services, including the Platform or to create derivative works and such works, developments, modifications and/or improvements will belong to the Company only.
6. **Publicity Rights.** ASC may identify Customer as a Customer of ASC in ASC promotional materials, website, or other public communications. Customer hereby grants ASC a limited and revocable world-wide license to use Customer's company name and logo in connection therewith. Customer may request that ASC stop doing so by submitting an email to raj.garg@rezolve.ai at any time.

8. Confidentiality

1. The Parties hereby agree that in consideration of the benefits accruing to the Parties from their association under this Agreement, the Party receiving any Confidential Information ("Receiving Party") disclosed by the other Party ("Disclosing Party") agrees that it shall:

   - keep all Confidential Information received by it from the Disclosing Party confidential and shall not, without the prior written consent of the Disclosing Party, divulge Confidential Information to any person or use such Confidential Information other than for the purposes of carrying out this Agreement;
   - take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
   - promptly inform the Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information;
   - ensure that all its employees who are given access to the Confidential Information shall at all times be bound by similar non-disclosure obligations; and
   - use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorized manner.

2. Confidential Information under this Agreement shall not include information that: (i) was rightfully in the possession of Receiving Party prior to any disclosure by the Disclosing Party hereunder, as evidenced by written records of Receiving Party; and/or (ii) has been and/or will be made available with the Receiving Party without restriction on disclosure by any third party who did not acquire same directly and/or indirectly from Disclosing Party and who was entitled to disclose such information without breach of any obligation; and/or (iii) is available in the public domain at the date of by the Disclosing Party to the Receiving Party; and/or (iv) is and/or becomes generally known and/or available by publication, commercial use or otherwise through no fault of the Receiving Party; and/or (v) is released for publication by the Disclosing Party in writing.
3. The Receiving Party may disclose Confidential Information to such of its employees or consultants that have a requirement to receive such Confidential Information, provided that: (i) the Receiving Party has informed such employee/ consultant of the confidential nature of the Confidential Information and has caused them to be bound by confidentiality terms no less stringent than those set out in this Agreement; (ii) the Receiving Party agrees to take all necessary steps to ensure that

the terms of this Agreement are not violated by such employee/consultant; and (iii) the Receiving Party is compelled to disclose the Confidential Information to the extent required by any judicial, statutory and/or governmental authority, provided that the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Discloser (at the latter's expense and at its request) to resist and/or limit the disclosure.

4. The Receiving Party shall, on written demand of the Disclosing Party, immediately return (or destroy, if permitted by the Disclosing Party) all Confidential Information demanded by the Disclosing Party, together with any copies in its possession.
5. The provisions of this Section 8 shall survive termination or lapse of the Agreement for any reason for a period of 3 (three) years.

9. Representations and Warranties

1. Each Party hereby represents, covenants and warrants that:

   - It is not prevented, either under any Applicable Laws, agreements and/or otherwise howsoever from entering into and performing its obligations under this Agreement;
   - It possesses all rights and power to undertake and fully perform its obligations as detailed under this Agreement;
   - This Agreement constitutes a legal, valid and binding obligation enforceable against each Party in accordance with its terms and constitutional documentation.

2. The Customer additionally represents and warrants that, to the best of its knowledge, it will always provide accurate and complete information to the Company, including while registering and/or creating the Customer's account, or using the Platform and/or the Services.

10. Product Warranty

1. ASC warrants to the Customer, for the Customer's benefit alone, that the Service, if operated exactly as instructed by ASC, will substantially function in accordance with the specifications detailed in the provided Documentation. However, ASC does not guarantee uninterrupted or error-free use of the Service.

2. ASC's sole liability and Customer's sole and exclusive remedy for any breach of this warranty by ASC shall be the:

   - Down Time Compensation as set forth in Section 11 hereunder, and
   - ASC will repair any material defect that does not meet this limited warranty within a reasonable time.
3. The foregoing warranty applies only to failures in operation of the Service that are reproducible in standalone form and does not apply to the following situations:

   - If the defect is caused by faulty maintenance, installation or set-up, by alterations undertaken without ASC's consent or by faulty repairs;
   - If the defect would have been avoided by the use of a current update of the Service that ASC makes generally available to its customers;

- If the defect is caused by the combination, operation or use of the Service with software, hardware or other materials not licensed hereunder and not conforming ASC's specifications set forth in the Documentation;
- If the defect is caused solely due to performance, or lack thereof, or any other defect in a Third Party Component that is beyond the reasonable control of ASC;
- If the Service is otherwise operated in violation of this Agreement or other than in accordance with the Documentation; and
- If the defect is caused due to problems inherent to the use of the internet and/or electronic communications.

11. Down Time Compensation

1. If Customer does not receive a Monthly Uptime Percentage of at least 99.7% in relation to Customer's use of the Service (excluding any third party services used in conjunction with the Service), Customer will be eligible to receive the Service Credits as described below.

2. This Down Time Compensation provision states Customer's sole and exclusive remedy for any failure by ASC to provide the Service.
3. **Definitions.** The following definitions shall apply to the Down Time Compensation provision.

   - "**Downtime**" means, for Service(s), if there is more than a five percent User error rate. Downtime is measured based on ASC's server-side error rate. "Downtime" does not include the period of a cloud migration in which some or all of the Customer Data may be unavailable for use.
   - "**Downtime Period**" means, for a domain, a period of ten consecutive minutes of Downtime, excluding any Scheduled Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
   - "**Monthly Uptime Percentage**" means the percentage calculated as follows: ((total number of minutes in a calendar month - number of minutes of Downtime suffered from all Downtime Periods in a calendar month) / total number of minutes in a calendar month) x 100.
   - "**Scheduled Downtime**" means production installs and upgrades to the Platform carried out by ASC on weekends between 6 AM UTC to 8 AM UTC or Monday 4 AM UTC to 6 AM UTC. ASC would try to keep the Services up and running as much as possible during these installs too. Scheduled Downtime is not considered Downtime for purposes of this Down Time Compensation provision and will not be counted towards any Downtime Periods.
   - "**Service Credit**" means the calendar days of free Service added to the end of the Billing Cycle calculated based on the Monthly Uptime Percentage:

For a Monthly Uptime Percentage of:	Number of Service Credits:
< 99.7% ³ 99.0%	1
< 99.0% ³ 90.0%	7
< 90.0%	30

4. To receive any of the Service Credits described above, Customer must notify ASC within thirty (30) days from the time Customer become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer right to receive a Service Credit.

12. Limitation of Liability

1. Notwithstanding anything to the contrary: (i) neither Party shall be liable to the other (or to any Person claiming rights derived from the other Party's rights) or to any third Party, in contract, tort or otherwise, for any special, indirect, remote, punitive, consequential or incidental damages of any kind; nor any lost profits, revenue or business opportunity, damage to, or loss of, reputation or any records or data due to any cause whatsoever; even if such Party has been advised of the possibility of such damages; and (ii) the maximum aggregate liability of ASC for all claims arising out of or in relation to this Agreement and/or any Order Form shall not exceed the Fees paid by the Customer and actually received by the Company during the 12 (twelve) months preceding the first of such claim.

2. **Generative AI.** The Platform incorporates generative AI technologies, including but not limited to Azure OpenAI, Google Cloud Platform, Anthropic, and IBM, to improve efficiency and user experience. Customer data is not used to train these language models. However, as generative AI is an developing technology, ASC disclaims any and all liability for the following: (i) inaccurate content produced in response to Customer's or a User's prompts; (ii) infringing content, meaning content that violates intellectual property rights; (iii) harmful content, which may cause physical or emotional harm; (iv) abusive content, which is intended to mistreat or demean another person; or (v) offensive content, which is considered objectionable or upsetting.
3. **NOTWITHSTANDING ANYTHING TO THE CONTRARY: (I) CUSTOMER'S USE OF THE PLATFORM IS ENTIRELY AT THEIR OWN RISK; THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE; (II) ASC DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING: (A) THE PLATFORM'S ACCURACY, CORRECTNESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE; (B) UNINTERRUPTED OR ERROR-FREE OPERATION; (C) THE ACCURACY OR RELIABILITY OF INFORMATION OBTAINED THROUGH THE PLATFORM; (D) CORRECTION OF DEFECTS; AND (E) TIMELINESS OF INFORMATION OR MATERIALS PROVIDED; (III) ASC DOES NOT GUARANTEE PROTECTION OF CUSTOMER'S PERSONAL INFORMATION, INCLUDING WITHOUT LIMITATION, DURING PLATFORM MIGRATION, EXCEPT IN CASES OF ASC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (IV) CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR RESULTS AND DECISIONS BASED ON THE PLATFORM, INCLUDING ANY OUTPUT THEREOF (E.G., REPORTS, LISTS, GRAPHS, INSIGHTS, STATISTICS, COLLECTIVELY, "REPORTS"); FOR THE REMOVAL OF ANY DOUBT, REPORTS SHOULD NOT BE CONSIDERED PROFESSIONAL ADVICE OF ANY KIND AND ARE PROVIDED FOR CONVENIENCE ONLY; (V) ASC MAKES NO REPRESENTATIONS NOR WARRANTIES OR UNDERTAKINGS IN RELATION TO THIRD PARTY COMPONENTS AND ASC DOES NOT GUARANTEE COMPLETE OR ACCURATE IDENTIFICATION OF ALL INSTANCES, COMPONENTS, LIBRARIES, AND DEPENDENCIES OF THIRD PARTY COMPONENTS IN CUSTOMER'S INSTANCE, OR ALL LICENSES AND VULNERABILITIES THEREUNDER; (VI) ASC ASSUMES NO**

LIABILITY FOR ERRORS, MISTAKES, OR INACCURACIES IN THE PLATFORM, EXCEPT AS EXPRESSLY STATED HEREIN.

13. Indemnification

1. **ASC Indemnity.** (a) ASC shall indemnify, defend, and hold harmless the Customer from and against any and all third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim that the Services or its underlying software (excluding Third Party Components) provided by ASC under this Agreement infringe or misappropriate any third-party intellectual property rights. (b) ASC's indemnification obligations under Section 13(a) are conditioned upon: (i) the Customer promptly notifying ASC in writing of the claim; (ii) ASC having sole control of the defence and settlement of the claim; and (iii) the Customer providing ASC with all reasonable assistance, at the ASC's expense, in connection with the defence and settlement of the claim. (c) If the Service becomes, or in ASC's opinion are likely to become, the subject of an infringement claim, ASC may, at its option and expense, either: (i) procure for the Customer the right to continue using the Service; (ii) replace or modify the Service so that they become non-infringing; or (iii) terminate the relevant Order Form and refund the Customer any prepaid fees covering the remainder of the term of the Order Form. Notwithstanding the foregoing, ASC's indemnification obligation will not apply: (a) if the Service is modified by Customer, without ASC's consent; (b) if the Service is combined with other products, applications, or processes not authorized by ASC, but solely to the extent the alleged infringement is caused by such combination; or (c) to any unauthorized use of the Service.

2. **Customer Indemnity.** Customer agree to defend, indemnify and hold ASC harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) Customer's use, Users' use, and unauthorized use of the Platform; (ii) any breach of the Agreement by the Customer or its Users; (iii) a third-party claim, suit or proceeding that the use of the Customer Data or Customer's artifacts within the scope of this Agreement infringes any intellectual property rights of a third party; (iv) claim, suit or proceeding or penalty alleging that the distribution of the Customer Data or Customer's artifacts within the scope of this Agreement infringes any applicable export laws or regulations.
3. **Indemnification Process.** In the event an indemnity claim is brought against a Party hereto (the "Indemnifying Party"), the Party seeking indemnification (the "Indemnified Party") shall promptly provide the Indemnifying Party with a written notice of the claim, provided that, a failure to provide such notification shall only excuse the indemnity obligations of the Indemnifying Party to the extent it was materially prejudiced thereby. Neither Party, as the case may be, shall consent to the entry of any judgment or enter into any settlement or compromise with respect to any claim without the prior written consent of the other Party, which shall not be unreasonably withheld, however, ASC may enter into a settlement without Customer's consent to the extent that such settlement does not create any material obligations on Customer.

14. Term and Termination

1. This Agreement will come into effect from when you start using the Platform and will terminate once you cease using the Platform. If your Order Form mentions a duration, you are committing to avail of the Service for that duration and you are locked in until that duration expires. On expiry of the Subscription Term, the Customer's Subscription to use the Service will expire unless mutually renewed by the written agreement of the Parties.

2. Either Party may terminate this Agreement upon the material breach of any term of this Agreement by the other Party (including without limitation, Customer's obligations to pay all Subscription Fees when due and payable) which is not cured within 14 (fourteen) days following the delivery of a written notice.
3. Either Party may terminate this Agreement if the other Party: (i) ceases operation without a successor; or (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within sixty (60) days thereafter).
4. **Effects of Termination.** Upon termination or expiration of this Agreement: (i) ASC will cease providing the Service hereunder, the rights granted to Customer under this Agreement shall expire, and Customer shall discontinue all further use of the Service and its underlying Software; (ii) the Customer shall immediately clear any pending dues, provided that, and without prejudice to the foregoing, if the Customer terminates this Agreement unilaterally during the Subscription Term (other than in accordance with Section 14.2 or 14.3), all Fees that would have been payable by the Customer during the Subscription Term shall be deemed to be due and payable; and (iii) the Company will make Customer Data available to Customer for export in accordance with the Documentation for a period of 60 (sixty) days from the effective date of termination, subject to the Customer's compliance with Section 14.4(ii), after which, the Company will have no obligation to maintain the Customer's Tenant or provide any Customer Data, and the Company may delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, without liability to the Customer, and retain any data that it is legally required to. Any delay in meeting its payment obligations under the foregoing Section 14.4(ii) shall be subject to interest at the rate of 18% per annum until paid.
5. **Survival.** Notwithstanding the termination or lapse of the Agreement for any reason, and unless repugnant to the context, provisions which by their nature ought to survive shall survive termination of this Agreement including: Sections 1 (Definitions and Interpretation), 3 (Restrictions on Use), 8 (Confidentiality), 12 (Limitation of Liability), 13 (Term and Termination), 14.4 (Effects of Termination), 14.5 (Survival), and 15 (Miscellaneous).

15. Miscellaneous

1. **Compliance with Laws.** Each Party shall be responsible to comply, at its own expense, with local, state, national, and international laws and regulations, including without limitation laws regarding data protection, security and privacy and with all governmental approvals, licenses, permits and authorizations which may be required with regards to its rights and obligations hereunder.

2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of California and the United States, without giving effect to any principles of conflicts of laws thereof and without regard to the United Nations Convention on

Contracts for the International Sale of Goods. The competent state or federal courts located in Alameda County, California shall have sole and exclusive jurisdiction over all disputes between the Parties, and the Parties further agree and submit to the exercise of personal jurisdiction of such courts for litigating any such claim or action. The Customer hereby agree to service of process in accordance with the rules of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees.

3. **Severability.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
4. **No Waiver.** The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
5. **Injunctive Relief.** Since a breach by a Party of any of its confidentiality obligations contained herein or any unlawful action made in connection with a Party's Intellectual Property Rights, may result in irreparable and continuing damage to the other Party, for which there may be no adequate remedy at law, the breaching Party acknowledges and agrees that money damages will not be a sufficient remedy for any such breach or actions, and therefore the damaged Party will be entitled, in addition to money damages, to seek specific performance and injunctive relief and any other appropriate equitable remedies in connection therewith. Such remedies shall not be deemed to be the exclusive remedies for such events but shall be in addition to all other remedies available at law or in equity.
6. **Entire Agreement.** The Parties agree that the Agreement, as supplemented by an Order Form, is a complete and exclusive statement of the agreement between the Parties and supersedes any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement.
7. **Assignment.** Either Party may assign this Agreement to (A) any Affiliate, or (B) a successor in a merger, acquisition or other consolidation including, without limitation, the sale of all or substantially all of its stock or assets, or business to which this Agreement applies. The Party assigning this Agreement shall provide the other Party with a notice to that effect as soon as practical.
8. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, cyber-attacks, internet failures, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, or strikes ("**Force Majeure Event**"). This provision does not excuse either Party's obligation to make payments when due under this Agreement. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event and use reasonable efforts to resume performance as soon as possible.
9. **Changes to this Agreement.** This Agreement including any referenced policies and other documents, may be amended, updated or changed by ASC, from time to time. Unless expressly stated otherwise, any modification shall become effective upon the renewal of the respective Subscription. For the avoidance of doubt, and unless otherwise agreed upon in writing, any Subscription is subject to the version of the Agreement in effect at the time of Customer's Registration or the applicable Order Form. Any terms included in any purchase order, payment portal or otherwise shall not apply to Customer's use of the Service unless signed by a duly authorized representative of ASC. Without prejudice to the foregoing, no changes to this

Agreement (including the Order Form) shall be deemed effective unless in writing and signed by the authorised representatives of each Party.

10. **Notices.** Any and all notices issued for any reason, including in relation to this Agreement, by a Party to the other Party must be delivered by (i) email, and (ii) registered post or a reputable courier. All notices to the Customer shall be sent to email and address provided by the Customer on an Order Form, or only to an email that is made available to ASC during the Customer's interactions with ASC. All notices to ASC shall be delivered to the following:
Name: Saurabh Kumar
Email: Saurabh@rezolve.ai

Appendix :

1. "**About Box**" means the list of third party components, service providers and integrations used in the Platform and made available to the Customer along with a non-exhaustive list of licenses and policies that relate to their use

2. "**Account**" means the Customer's Account on the Platform.

3. "**Affiliate**" means, any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a person, where "control" means the ownership of at least fifty percent (50%) of the voting interests of such entity or the powers to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

4. "**Agreement**" means this Terms and Conditions, along with any executed Order Form(s) and/or any other applicable documentation referred to in these Terms and Conditions.

5. "**Analytical Data**" has the meaning ascribed to the phrase in Section 6.6 of these Terms and Conditions.

6. "**ASC Cloud Data Processing Addendum**" means either ASC Data Processing Addendum for GDPR available here or ASC CCPA Addendum, available here, as applicable.

7. "**ASC Marks**" has the meaning ascribed to the term in Section 7.1 of these Terms and Conditions.

8. "**Billing Cycle**" means each Service interval for which the Customer makes a payment, as specified in the Order Form. For instance, if the Customer's Subscription Fee is billed annually, each Billing Cycle commences on the first day of the billing cycle and ends on the last day of that billing cycle.

9. "**Confidential Information**" means all non-public information disclosed by a Party to the other Party, whether oral, graphic, electronic, written or in any other form that is confidential and/or proprietary in nature. "**Confidential Information**" includes, without limitation, (i) technical or business information, past, present and future research, products (including prototypes), sales and marketing techniques and plans, business models, forecasts, unpublished financial information, information related to customer, vendors, price lists, pricing policies, advertising strategies, information concerning the Party's employees, including personal data, sensitive personal information; (ii) Intellectual Property (including the Software) whether registered, unregistered,

pending registration, registrable or otherwise; (iii) materials, drawings, specifications, techniques, models, data, manuals, documentation, processes, procedures, algorithms, equipment, know-how, and contents; and (iv) the terms and contents of this Agreement (including the Order Form).

10. "**Content**" shall mean and refer to the content made available by ASC on or in relation to the Platform, including the Documentation.

11. "**Customer Data**" means all electronic data, text, messages or other materials of the Customer, including, without limitation, personal data of Users, submitted to the Services by the Customer or its Users in connection with use of the Customer's Subscription, other than Analytical Data.

12. "**Data Breach**" has the meaning ascribed to it in Section 6.3 of these Terms and Conditions.

13. "**Documentation**" means the written and/or electronic end user or technical documentation pertaining to the Service made available by ASC.

14. "**Eligible Features**" means the list of Eligible Features set forth in the relevant Order Form that are provided to the Customer as part of the Subscription.

15. "**End User Agreement**" means the Company's End User Terms of Service available here.

16. "**Fee**" has the meaning ascribed to the term in Section 5.1.3 of these Terms and Conditions.

17. "**Feedback**" means any suggestions, ideas, recommendations, corrections or other feedback provided by Customer or its Users relating to the features, functionality or operation of the Service, the Platform, or any other ASC product or service.

18. "**Installation Fee**" has the meaning ascribed to it in Section 5.1.2 of these Terms and Conditions.

19. "**Intellectual Property**" or "**IP**" encompasses all types of intellectual property, irrespective of its eligibility for copyright or patent protection or registration. This includes but is not limited to: (i) ideas, concepts, inventions, trade secrets, technology, and know-how; (ii) trademarks, domain names, designs, patents, and industrial designs, and rights thereto; (iii) methods, processes, formulas, works of authorship, and technical information; (iv) software, codes, databases, and related documentation; and (v) any confidential or proprietary business information, including marketing strategies and Customer lists.

20. "**Malicious Code**" means and includes any code, files, scripts, agents or programs intended to do harm or hamper systems, including, for example, viruses, worms, time bombs and Trojan horses.

21. "**Order Form**" means an ordering document executed between the Company and the Customer that identifies the commercial terms of a purchase of a Subscription to the Service, including the Eligible Features, the Billing Cycle and the Subscription Term and the associated Fees.

22. "**Platform**" means the Software, the Content, the Service, and the entire suite of software-as-a-service solutions developed, maintained, and offered by ASC, including but not limited to its ITSM solutions, IT Service Desk solution, HR Service Desk Solution and any GenAI Sidekick features and functionality and, all the various tools, features, and functionalities made available by the Company, including to the extent applicable, the Third Party Components.

23. “**Report**” means output of the Service which presents data in a visual and/or textual manner.

24. “**Representative**” shall mean and include all officers, directors, employees, shareholders, representatives and agents of a Person and or their Affiliates.

25. “**Service**” means the specific components of the Platform and/or other services made available to the Customer pursuant to an executed Order Form.

26. “**Services Fee**” has the meaning ascribed to the phrase in Section 5.1.3 below.

27. “**Software**” means the underlying technology, including proprietary code, programs, algorithms, integrations and databases that power the Platform.

28. “**Subscription**” means a subscription to the Service availed by a Customer through an executed Order Form.

29. “**Subscription Fee**” has the meaning ascribed to it in Section 5.1.1 of these Terms and Conditions.

30. “**Subscription Term**” means the entire duration of the Customer’s Subscription stipulated on the Order Form, including renewals thereof.

31. "**Tenant**" refers to a logically partitioned environment within the Service, assigned to a specific customer, encompassing that customer's Customer Data, user accounts, access controls, and customized settings.

32. “**Users**” means the end users of the Service, that access the Service through the Customer’s Subscription, which includes, for the avoidance of doubt, any of the Customer’s Representatives using the Service, including a system administrator or a HR analyst.

33. “**Website**” means ASC website at https://www.rezolve.ai/.