

TEAi Platform End User License Agreement (EULA)

1. Acceptance of Agreement

By selecting 'I Agree,' creating an account, logging into, accessing, or otherwise using the TEAi Platform ('Platform'), you acknowledge that you have read, understood, and agree to be legally bound by this EULA.

If you are using the Platform on behalf of an organization, you represent that you are authorized to accept this Agreement on behalf of that organization. If you do not agree with these terms, you may not access or use the Platform.

2. License to Use

Subject to this Agreement and the applicable written subscription, license, services, or other agreement between MLDSS and Customer (the "**Customer Agreement**"), MLDSS grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for Customer's internal business purposes during the applicable subscription term. No ownership, title, or other intellectual property rights are transferred, assigned, or implied by this license.

3. Ownership

The TEAi Platform is licensed—not sold.

MLDSS and its licensors retain all right, title, and interest in and to the Platform, including software, source code, object code, APIs, SDKs, AI orchestration, AI agents, prompt engineering, prompt libraries, workflows, automation logic, dashboards, reports, templates, machine learning models, vector databases, retrieval systems, integrations, connectors, plugins, algorithms, documentation, user interfaces, trademarks, trade secrets, derivative works, improvements, enhancements, bug fixes, updates, and know-how.

Nothing in this Agreement transfers ownership of any intellectual property to the user or the user's organization except as expressly provided in a separately executed written agreement.

Without limitation, all present and future modifications, customizations, configurations, implementations, feature enablement, deployment methods, workflows, prompt

engineering, prompt libraries, AI agents, retrieval methodologies, orchestration techniques, connectors, APIs, integrations, templates, reports, dashboards, improvements, derivative works, updates, enhancements, optimizations, and all related intellectual property, whether developed before, during, or after Customer's subscription, remain the exclusive property of MLDSS unless expressly assigned through a separately executed written agreement signed by both parties.

For clarity, implementation services, system integrations, API integrations, tenant provisioning, feature enablement, workflow configuration, prompt configuration, data mappings, and other professional services performed by MLDSS do not constitute a transfer or assignment of intellectual property unless expressly provided in a separately executed written agreement signed by both parties.

No rights are granted by implication, estoppel, waiver, course of dealing, or otherwise. Customer receives only those rights expressly granted under this Agreement.

4. Customer Data

Your organization retains ownership of its documents, knowledge bases, emails, audio recordings, transcripts, images, business rules, customer records, operational procedures, branding, confidential information, and uploaded files. MLDSS acquires no ownership rights in Customer Data and may process it solely for providing the subscribed services.

"Customer Data" means information, files, documents, records, audio, transcripts, branding, operational information, customer records, and other content supplied by Customer or generated by or derived from Customer's authorized use of the Platform, excluding the Platform, software, AI models, prompts, workflows, reports, analytics, algorithms, and other intellectual property owned by MLDSS.

5. AI Generated Content

AI-generated responses may be incomplete, inaccurate, or unexpected and should not replace professional judgment. Users remain responsible for reviewing all AI-generated content before relying upon or distributing it.

Customer remains solely responsible for all decisions made using AI-generated output.

6. User Responsibilities

Users are responsible for maintaining the confidentiality and security of their usernames, passwords, authentication credentials, API keys, access tokens, and any other credentials used to access the Platform.

Users agree to:

- (a) use the Platform only for authorized business purposes and in accordance with this Agreement;
- (b) maintain the confidentiality of all authentication credentials and not share, disclose, or permit unauthorized individuals to use their accounts;
- (c) immediately notify MLDSS of any suspected or actual unauthorized access, credential compromise, security incident, or misuse of the Platform;
- (d) comply with all applicable laws, regulations, organizational security policies, and acceptable use requirements;
- (e) ensure that all information submitted to the Platform is accurate and that they have the legal authority to provide such information;
- (f) use reasonable administrative, physical, and technical safeguards to protect Customer Data and prevent unauthorized access to the Platform;
- (g) not attempt to circumvent user permissions, role-based access controls, licensing restrictions, or other security mechanisms established by MLDSS or Customer;
- (h) be responsible for all activity occurring under their account or credentials, whether authorized by the user or resulting from the user's failure to adequately safeguard such credentials.

Customer is responsible for managing its users, assigning appropriate permissions, promptly disabling access for terminated or unauthorized users, and ensuring that only authorized personnel access the Platform.

7. Prohibited Uses

Users may not, directly or indirectly, or permit any third party to:

- (a) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or discover the source code, object code, underlying structure, algorithms, models, prompts, prompt engineering, retrieval methods, workflows, or other proprietary technology of the Platform;
- (b) extract, copy, scrape, crawl, harvest, systematically collect, or reproduce Platform content, AI-generated outputs, prompts, documentation, metadata, or other information except as expressly authorized by MLDSS;

- (c) perform benchmarking, competitive analysis, performance testing, or comparative evaluations of the Platform for publication or for the benefit of any third party without MLDSS's prior written consent;
- (d) use the Platform, its outputs, prompts, workflows, documentation, or other proprietary information to develop, train, improve, validate, benchmark, commercialize, or support any competing software, artificial intelligence system, language model, automation platform, retrieval system, or similar technology;
- (e) use AI-generated outputs, whether individually or in aggregate, to recreate, replicate, emulate, or otherwise develop functionality substantially similar to the Platform;
- (f) attempt to access confidential prompts, system instructions, hidden reasoning, proprietary workflows, or another customer's data or information;
- (g) bypass, disable, interfere with, or circumvent authentication mechanisms, security controls, rate limits, usage restrictions, monitoring systems, or other protective measures implemented by MLDSS;
- (h) upload, transmit, distribute, or introduce malware, malicious code, viruses, ransomware, or other harmful software into or through the Platform;
- (i) perform penetration testing, vulnerability scanning, security assessments, automated probing, prompt injection attacks, adversarial testing, or exploit vulnerabilities without MLDSS's prior written authorization;
- (j) sublicense, lease, rent, sell, resell, distribute, assign, transfer, or otherwise make the Platform available to any unauthorized third party;
- (k) use the Platform in any manner that violates applicable law, infringes the intellectual property or proprietary rights of any person or entity, or interferes with the operation, security, integrity, or availability of the Platform or its related services.

8. AI Security

Users shall not, directly or indirectly, attempt to compromise, manipulate, interfere with, or circumvent the security, integrity, or intended operation of the Platform or its AI systems. Without limitation, Users shall not:

- (a) manipulate, disable, or attempt to bypass AI safeguards, security controls, monitoring systems, or usage restrictions;

- (b) attempt to discover, extract, reveal, or gain unauthorized access to confidential prompts, system prompts, hidden instructions, reasoning processes, prompt engineering, workflows, retrieval mechanisms, or other proprietary AI methodologies;
- (c) attempt to access, retrieve, infer, expose, or use another customer's data, confidential information, prompts, or Platform resources;
- (d) perform prompt injection attacks, adversarial testing, model extraction, model inversion, jailbreak attempts, automated probing, vulnerability scanning, penetration testing, denial-of-service attacks, or other attempts to identify, exploit, or circumvent Platform security without MLDSS's prior written authorization;
- (e) introduce malware, malicious code, automated scripts, bots, or other software intended to interfere with, disrupt, degrade, or gain unauthorized access to the Platform;
- (f) use the Platform in any manner intended to manipulate AI behavior outside its intended operation, interfere with Platform functionality, or compromise the confidentiality, integrity, or availability of the Platform or its services.

Any actual or suspected violation of this Section may result in the immediate suspension or termination of access, in addition to any other remedies available to MLDSS under this Agreement or applicable law.

9. Customer Data, Business Rules, and Implementations

Customer retains all right, title, and interest in and to its Customer Data, including, without limitation, its documents, knowledge bases, emails, audio recordings, transcripts, images, branding, customer records, operational procedures, confidential information, uploaded files, and customer-provided business rules, policies, requirements, and instructions supplied for use with the Platform.

Customer also retains ownership of its underlying business processes, operational requirements, desired outcomes, and business logic. Submission of such information to MLDSS does not transfer ownership of those business concepts.

Notwithstanding the foregoing, MLDSS retains all right, title, and interest in and to the Platform and all software, source code, object code, AI orchestration, AI agents, prompt engineering, prompt libraries, workflows, automation logic, configurations, implementations, integrations, connectors, APIs, SDKs, data mappings, deployment methodologies, retrieval systems, vector databases, machine learning models, reports, dashboards, templates, documentation, user interfaces, algorithms, derivative works, enhancements, improvements, updates, and all other technology, methods, techniques,

and intellectual property used to implement, automate, process, or support Customer's use of the Platform.

For clarity, implementation services, consulting services, configuration services, tenant provisioning, feature enablement, workflow creation, API integrations, data mappings, synchronization processes, authentication mechanisms, deployment activities, and other professional services performed by MLDSS do not constitute works made for hire, do not transfer ownership of any intellectual property, and do not create any ownership interest in the Platform or any related technology unless expressly stated in a separately executed written agreement signed by both parties.

Customer acknowledges that customer-specific implementations, tenant configurations, naming conventions, access controls, integrations, enabled features, deployment methods, or operational settings are methods of utilizing the Platform and do not constitute customer-owned software, custom development, or intellectual property.

Nothing in this Agreement shall be construed as granting Customer any ownership interest in the Platform, its architecture, functionality, implementation, software, technology, or any related intellectual property except as expressly provided in a separately executed written agreement signed by both parties.

Customer acknowledges that no configuration, implementation, integration, report, dashboard, workflow, prompt, automation, AI agent, or other deliverable created by MLDSS shall be deemed a joint work, work made for hire, or customer-owned intellectual property solely because it was developed or configured for Customer's use.

10. Feedback

Customer and its Users may voluntarily provide suggestions, ideas, recommendations, enhancement requests, feature requests, comments, bug reports, or other feedback relating to the Platform ("Feedback").

Customer grants MLDSS a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid-up license to use, reproduce, modify, adapt, create derivative works from, incorporate into the Platform or other products and services, publish, distribute, commercialize, and otherwise exploit such Feedback for any lawful purpose without restriction, attribution, approval, or compensation.

Customer represents that it has the authority to provide such Feedback and grant the foregoing rights.

Feedback shall not be considered Customer Confidential Information or Customer Data unless expressly identified in writing as confidential prior to disclosure. Nothing in this Agreement requires MLDSS to implement, use, or respond to any Feedback.

The provision of Feedback does not transfer ownership of the Platform or any intellectual property to Customer, nor does it create any obligation, partnership, joint development relationship, or entitlement to future features, enhancements, compensation, royalties, or other consideration.

11. Confidentiality

Customer and its Users acknowledge that the Platform contains confidential and proprietary information belonging to MLDSS and its licensors ("Confidential Information"), including, without limitation, source code, object code, software architecture, AI models, AI orchestration, prompts, prompt engineering, prompt libraries, workflows, automation logic, algorithms, retrieval methodologies, vector databases, integrations, APIs, SDKs, connectors, documentation, implementation techniques, dashboards, reports, templates, security mechanisms, credentials, non-public features, product roadmaps, technical information, business methods, trade secrets, and all other non-public information relating to the Platform.

Customer and its Users agree to:

- (a) maintain the confidentiality of all Confidential Information and protect it using at least the same degree of care used to protect their own confidential information, but no less than a reasonable standard of care;
- (b) not disclose, publish, distribute, transmit, display, or otherwise make Confidential Information available to any third party except as expressly authorized in writing by MLDSS;
- (c) not copy, reproduce, record, download, archive, retain, or create derivative works from Confidential Information except as necessary for authorized use of the Platform;
- (d) not use Confidential Information for any purpose other than Customer's authorized use of the Platform;
- (e) not disclose or publish benchmark results, security assessments, internal documentation, architecture diagrams, screenshots, recordings, or other non-public information relating to the Platform without MLDSS's prior written consent.

The obligations of this Section do not apply to information that Customer can demonstrate:

- (i) was publicly available through no breach of this Agreement;
- (ii) was lawfully known to Customer prior to disclosure by MLDSS;
- (iii) was lawfully obtained from a third party

without a duty of confidentiality; or (iv) was independently developed by Customer without use of or reference to MLDSS's Confidential Information.

If Customer is legally required to disclose Confidential Information, Customer shall provide MLDSS with prompt written notice (unless prohibited by law) and cooperate with MLDSS in seeking appropriate protective measures.

The confidentiality obligations set forth in this Section shall survive the termination or expiration of this Agreement.

12. Third-Party Services

The Platform may interoperate, integrate, or exchange information with third-party software, applications, services, APIs, websites, cloud providers, authentication providers, communication platforms, or other technologies ("Third-Party Services"). Such Third-Party Services are owned and operated by their respective providers and remain subject to their own terms, conditions, privacy policies, and licensing requirements.

Customer is solely responsible for obtaining and maintaining all necessary rights, licenses, permissions, subscriptions, accounts, credentials, API access, and authorizations required for the Platform to access or interact with any Third-Party Services designated by Customer.

MLDSS does not own, control, operate, endorse, or assume responsibility for any Third-Party Services, including their availability, functionality, performance, security, privacy practices, accuracy, reliability, or continued operation. MLDSS is not responsible for any interruption, degradation, incompatibility, modification, suspension, or discontinuation of Third-Party Services or for any resulting impact on the Platform or Customer's use of the Platform.

MLDSS may modify, suspend, or discontinue integrations with Third-Party Services if reasonably necessary due to changes in technical requirements, security risks, legal or regulatory requirements, changes imposed by the third-party provider, or the unavailability of the applicable Third-Party Service.

Customer acknowledges that the functionality of certain Platform features may depend upon the continued availability and proper operation of Third-Party Services. MLDSS shall not be liable for any loss, delay, interruption, or damages arising from the acts, omissions, failures, outages, or changes of any Third-Party Service or its provider.

Customer is responsible for complying with all applicable third-party license agreements governing the Third-Party Services used in conjunction with the Platform.

13. Export Compliance and Sanctions

Customer represents and warrants that neither Customer nor any User is located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive economic or trade sanctions administered by the United States government, nor is Customer or any User identified on any applicable United States government restricted or prohibited party list.

Customer agrees to comply with all applicable export control, trade compliance, and economic sanctions laws and regulations, including those administered by the United States Department of Commerce, Bureau of Industry and Security (BIS), the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), and any other applicable governmental authority.

Customer shall not access, use, export, re-export, transfer, or otherwise make the Platform available in violation of any applicable export control or sanctions laws. Customer is solely responsible for obtaining any licenses, approvals, or authorizations required for its use of the Platform.

MLDSS may suspend or terminate access to the Platform if it reasonably believes continued access would violate applicable export control or sanctions laws.

14. Availability

MLDSS will use commercially reasonable efforts to make the Platform available during the applicable subscription term but shall have no obligation to provide uninterrupted, continuous, or error-free availability. However, the Platform is provided on an "as available" basis, and MLDSS does not guarantee uninterrupted, error-free, secure, or continuous availability of the Platform or any individual feature.

The Platform may be temporarily unavailable due to scheduled maintenance, emergency maintenance, software updates, security incidents, hardware failures, telecommunications or internet disruptions, failures of Third-Party Services, cloud infrastructure outages, utility interruptions, force majeure events, or other circumstances beyond MLDSS's reasonable control.

MLDSS reserves the right to suspend, limit, modify, or temporarily disable access to the Platform or any portion thereof when reasonably necessary to perform maintenance, implement updates, protect the security or integrity of the Platform, comply with applicable law, respond to actual or suspected security threats, or preserve the stability and performance of the Platform.

Customer acknowledges that certain Platform features, including AI capabilities, integrations, and Third-Party Services, may experience temporary interruptions, degraded performance, latency, or unavailability due to factors outside the reasonable control of MLDSS.

Except as expressly provided in a separately executed written agreement, MLDSS does not guarantee any minimum uptime, service level, response time, or availability commitment.

15. Updates

MLDSS may, at its sole discretion and without prior notice where reasonably necessary, modify, update, enhance, improve, replace, suspend, discontinue, or remove any portion of the Platform, including features, functionality, user interfaces, workflows, AI models, AI agents, prompts, prompt libraries, integrations, connectors, APIs, reports, dashboards, templates, security controls, or other components.

Updates may be implemented to improve performance, functionality, usability, security, regulatory compliance, compatibility with Third-Party Services, or to address operational, legal, or technical requirements.

Customer acknowledges that updates may modify the appearance, behavior, functionality, availability, or operation of existing features and may introduce new features, retire existing features, or change the manner in which the Platform operates.

Unless expressly provided in a separately executed written agreement, MLDSS does not guarantee the continued availability of any specific feature, functionality, integration, AI model, API, workflow, report, dashboard, or user interface.

MLDSS may require Customer to install updates, migrate to newer versions, or discontinue use of obsolete or unsupported versions of the Platform or related components when reasonably necessary for security, stability, or operational purposes.

Continued access to or use of the Platform following the implementation of updates constitutes Customer's acceptance of such updates and any corresponding revisions to this Agreement.

16. Suspension

MLDSS may, at its sole discretion and without prior notice where reasonably necessary, suspend, restrict, or terminate Customer's or any User's access to all or any portion of the Platform if MLDSS reasonably believes that:

- (a) Customer or a User has violated this Agreement, the applicable Customer Agreement, or any other applicable policies governing use of the Platform;
- (b) access is necessary to protect the security, confidentiality, integrity, availability, or operation of the Platform, MLDSS, its customers, or third parties;
- (c) Customer's or a User's account has been compromised or is suspected of unauthorized access, misuse, fraud, abuse, or other suspicious activity;
- (d) Customer or a User has engaged in prohibited activities, including unauthorized access attempts, reverse engineering, scraping, prompt extraction, automated attacks, excessive or abusive use, or attempts to circumvent security controls or usage restrictions;
- (e) continued access could expose MLDSS, its customers, or third parties to security, legal, regulatory, operational, or reputational risk;
- (f) Customer fails to maintain an active subscription, fails to satisfy applicable payment obligations, or otherwise loses authorization to access the Platform;
- (g) Customer's employment, contractual relationship, or authorization to access the Platform has ended or been revoked;
- (h) suspension is required to comply with applicable law, court order, governmental request, legal process, or regulatory requirement; or
- (i) suspension is reasonably necessary to perform emergency maintenance, investigate suspected security incidents, protect Platform stability, or preserve the integrity of the Platform.

MLDSS will use commercially reasonable efforts to restore access once the condition giving rise to the suspension has been resolved, if restoration is appropriate.

Suspension of access shall not limit or waive any other rights or remedies available to MLDSS under this Agreement, the Customer Agreement, or applicable law.

Suspension may occur without liability to MLDSS.

17. Disclaimer

THE PLATFORM, INCLUDING ALL SOFTWARE, AI FUNCTIONALITY, AI-GENERATED OUTPUT, FEATURES, CONTENT, REPORTS, INTEGRATIONS, DOCUMENTATION, AND RELATED SERVICES, IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

MLDSS DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION, ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, SECURITY, OR RESULTS OBTAINED FROM USE OF THE PLATFORM.

MLDSS DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION, ERROR, LATENCY, OR SECURITY INCIDENTS, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM WILL ALWAYS BE AVAILABLE, OR THAT THE PLATFORM OR ITS SERVERS ARE FREE FROM VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS.

MLDSS DOES NOT WARRANT THAT AI-GENERATED OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, UNBIASED, OR SUITABLE FOR ANY PARTICULAR PURPOSE. AI-GENERATED OUTPUT MAY CONTAIN ERRORS, OMISSIONS, HALLUCINATIONS, OR OTHER UNEXPECTED RESULTS.

CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, APPROVING, AND DETERMINING THE APPROPRIATENESS OF ALL AI-GENERATED OUTPUT BEFORE RELYING UPON, DISTRIBUTING, OR ACTING UPON IT. CUSTOMER ASSUMES ALL RISK FOR ANY DECISIONS, ACTIONS, OR OMISSIONS RESULTING FROM THE USE OF AI-GENERATED OUTPUT.

NO INFORMATION, ADVICE, DEMONSTRATION, TRAINING, DOCUMENTATION, OR COMMUNICATION PROVIDED BY MLDSS OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY OR MODIFY THE DISCLAIMERS SET FORTH IN THIS AGREEMENT UNLESS EXPRESSLY SET FORTH IN A SEPARATELY EXECUTED WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. TO THE EXTENT SUCH EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MLDSS, ITS AFFILIATES, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF

USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF OR RELATING TO THE PLATFORM OR THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF THE APPLICABLE CUSTOMER AGREEMENT CONTAINS A LIMITATION OF LIABILITY OR LIABILITY CAP, THAT PROVISION SHALL GOVERN AND CONTROL.

IF NO EXECUTED CUSTOMER AGREEMENT EXISTS, THE AGGREGATE LIABILITY OF MLDSS ARISING OUT OF OR RELATING TO THE PLATFORM OR THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO MLDSS FOR ACCESS TO THE PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

CUSTOMER ACKNOWLEDGES THAT THE FEES CHARGED FOR THE PLATFORM REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MLDSS WOULD NOT PROVIDE THE PLATFORM ON THE SAME TERMS WITHOUT THESE LIMITATIONS OF LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW, THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. Governing Agreement

This EULA supplements and is incorporated into the applicable Customer Agreement or other written subscription or licensing agreement governing Customer's access to and use of the Platform.

In the event of any conflict, inconsistency, or ambiguity between this EULA and the applicable CUSTOMER AGREEMENT, the terms of the CUSTOMER AGREEMENT shall control solely to the extent necessary to resolve the conflict. All provisions of this EULA that are not inconsistent with the CUSTOMER AGREEMENT shall remain in full force and effect.

If no executed CUSTOMER AGREEMENT or other written subscription agreement exists between MLDSS and Customer, this EULA shall govern Customer's and its Users' access to and use of the Platform.

Nothing in this EULA shall be construed to modify, waive, or supersede any rights, obligations, limitations, disclaimers, or intellectual property protections contained in the applicable CUSTOMER AGREEMENT except to the extent expressly stated in a written amendment signed by authorized representatives of both parties.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws specified in the applicable Customer Agreement, without regard to its conflict of laws principles.

If no executed CUSTOMER AGREEMENT exists between MLDSS and Customer, this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Alabama for any dispute, claim, or proceeding arising out of or relating to this Agreement or the Platform, unless otherwise expressly provided in the applicable CUSTOMER AGREEMENT. Each party waives any objection based on improper venue or forum non conveniens.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

21. Entire Agreement

This EULA, together with the applicable Customer Agreement, Privacy Policy, and any other written agreements expressly incorporated by reference, constitutes the entire agreement between MLDSS and Customer with respect to Customer's and its Users' access to and use of the Platform and supersedes all prior or contemporaneous understandings, negotiations, representations, proposals, discussions, communications, or agreements, whether oral or written, relating to the same subject matter.

No amendment, modification, waiver, or addition to this Agreement shall be effective unless it is in writing and executed by authorized representatives of both parties, except that MLDSS may update this EULA as provided herein, with continued use of the Platform constituting acceptance of such updates where permitted by applicable law.

When MLDSS makes material changes to this EULA, MLDSS may provide notice through the Platform, by email, or by another reasonable method. Continued access to or use of

the Platform after acceptance of an updated EULA constitutes acceptance of the revised terms to the fullest extent permitted by applicable law.

The failure of MLDSS to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be enforced to the maximum extent permitted by applicable law or replaced with a valid provision that most closely reflects the original intent of the parties.

Headings are provided for convenience only and shall not affect the interpretation of this Agreement.

22. Reservation of Rights

Except for the limited license expressly granted under this Agreement, MLDSS reserves all rights, title, and interest in and to the Platform and all related intellectual property. All rights not expressly granted under this Agreement are reserved by MLDSS. No rights or licenses shall arise by implication, estoppel, waiver, necessity, course of dealing, or otherwise.

Customer acquires no ownership interest in the Platform or any portion thereof through access to, use of, implementation of, integration with, or payment for the Platform or any related professional services.

Nothing in this Agreement shall be construed as granting Customer any ownership, license, or other rights beyond those expressly granted herein or in a separately executed written agreement signed by authorized representatives of both parties.

23. No Work Made for Hire

Unless expressly stated in a separately executed written agreement signed by authorized representatives of both parties, no implementation services, consulting services, integrations, API connectivity, tenant provisioning, feature enablement, workflow development, prompt engineering, automation logic, data mappings, reports, dashboards, documentation, software development, configuration services, professional services, or other work performed by MLDSS shall constitute a "work made for hire," assignment of intellectual property, or transfer of ownership to Customer.

All software, code, workflows, AI agents, prompt engineering, integrations, configurations, implementations, reports, templates, dashboards, documentation, and all derivative works, modifications, enhancements, improvements, and related intellectual property

developed by MLDSS shall remain the exclusive property of MLDSS unless expressly assigned through a separately executed written agreement signed by authorized representatives of both parties.

24. Competitive Use Restrictions

Customer and its Users shall not use the Platform, AI-generated output, documentation, workflows, prompts, prompt engineering, reports, templates, or any other proprietary information obtained through the Platform to directly or indirectly develop, train, validate, benchmark, improve, commercialize, or support any software, artificial intelligence system, language model, retrieval system, automation platform, or other product or service that competes with the Platform.

Customer shall not use the Platform or its outputs to recreate, replicate, emulate, or derive functionality substantially similar to the Platform or any portion thereof.

Any unauthorized competitive use shall constitute a material breach of this Agreement and may result in immediate suspension or termination of access, in addition to any other rights or remedies available to MLDSS.

Customer shall not permit any third party to engage in the foregoing activities on Customer's behalf.

25. Assignment

Customer may not assign, delegate, transfer, sublicense, or otherwise convey this Agreement or any rights or obligations under this Agreement, whether by operation of law, merger, acquisition, change of control, or otherwise, without the prior written consent of MLDSS. Any attempted assignment in violation of this Section shall be null and void.

MLDSS may assign or transfer this Agreement, in whole or in part, without Customer's consent in connection with a merger, acquisition, corporate reorganization, sale of assets, or by operation of law.

26. Force Majeure

MLDSS shall not be liable for any delay, interruption, failure, or inability to perform its obligations under this Agreement to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, severe weather, war, terrorism, civil unrest, labor disputes, utility failures, internet or telecommunications outages, cloud service disruptions, cyberattacks, governmental actions, epidemics, pandemics, shortages of materials, or failures of third-party providers.

MLDSS shall use commercially reasonable efforts to resume performance as soon as reasonably practicable following the cessation of the applicable event.

27. Survival

Any provision of this Agreement that by its nature is intended to survive termination or expiration shall survive, including, without limitation, Sections relating to Ownership, Customer Data, Feedback, Confidentiality, Disclaimer, Limitation of Liability, Reservation of Rights, No Work Made for Hire, Competitive Use Restrictions, Governing Agreement, Governing Law, and any payment obligations, accrued rights, remedies, or other provisions necessary to enforce the intent of this Agreement.

28. Electronic Acceptance and Binding Effect

By selecting "I Agree," creating an account, logging into, accessing, or otherwise using the Platform, Customer and each User acknowledge that they have read, understood, and agree to be legally bound by this EULA.

Customer further acknowledges that the TEAi Platform is licensed—not sold—and that no ownership, intellectual property rights, or implied rights are transferred through access to or use of the Platform.

Electronic acceptance of this Agreement shall have the same legal force and effect as a handwritten signature and shall fully satisfy any requirement for a written agreement or signature permitted by applicable law.