



End User Software License Agreement (EULA)

This End User License Agreement ("**Agreement**") is entered into by and between WP-Semantix Ltd. (operating as Timbr.ai) ("**Timbr.ai**") and the individual or legal entity ("**You**" or "**Customer**") that accepts this Agreement. By setting up or using the Product, You agree to the terms herein.

TAKING ANY STEP TO SET-UP OR USE THE PRODUCT CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE SUBSCRIBED A PRODUCT LICENSE, TIMBR.AI'S ACCEPTANCE OF YOUR SUBSCRIPTION IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE TERMS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. THIS AGREEMENT SUPERSEDES ANY PREVIOUS VERBAL OR WRITTEN AGREEMENTS.

1. DEFINITIONS

"Affiliate" means any legal entity (i) directly or indirectly owning or controlling You; (ii) under the same direct or indirect ownership or control as You; or (iii) directly or indirectly controlled by You.

"Customer-Managed Deployment" means installation and operation of the Product in Customer's computing environment, whether on-premises or within Customer's private cloud or virtual network perimeter, where Customer controls system access, infrastructure availability, and security configuration. See Exhibit 1.

"Licensed Configuration" means to the extent applicable, as indicated in the Order Form, the choice of modules and the restricted, maximum, authorized number of installation instances (meaning a computing unit individuated by an instance of an operation system) and the Software Installation Location of the Product, contracted by You and upon which the License Fees are based.

"License Fees" means the total amount due by You as payment for the Licensed Configuration, as indicated in the Order Form.

"License Term" means the term in which You may use the Licensed Configuration of the Product, as indicated in the Order Form.

"Order Form" means the Timbr.ai form signed by You to order Timbr.ai Product licenses and services. The Order Form is hereby incorporated into this Agreement and a breach of terms of the Order Form shall be considered a material breach of this Agreement.

“Product” means the software program and add-on modules, including Third Party Software, provided to You in association with this Agreement and all accompanying manuals and other documentation, if available, and together with all enhancements, upgrades, and extensions thereto that may be provided by Timbr.ai to You from time to time.

“Renewal Term” means any subsequent License Term following the initial License Term, as renewed in accordance with this Agreement and any applicable Order Form.

“Software Installation Location” means the Software Installation Location indicated in the Order Form.

“Third Party Software” means any software programs provided by third parties contained in the Product.

“Third Party Software Provider” means the third party that has the right to provide and grant licenses for the use of Third Party Software.

2. LICENSE AND RESTRICTIONS

2.1 License Grant. Subject to the terms and conditions of this Agreement, and payment of the applicable License Fees, Timbr.ai hereby grants only to You, a non-exclusive, non-sublicensable (unless agreed in writing and governed by a purpose-specific agreement), non-transferable license (the **“License”**) to use the Licensed Configuration during the License Term, together with updates if any, made available by Timbr.ai to You (**“Updates”**) solely for internal business purposes. You have no right to receive, use or examine any source code or design documentation relating to the Product. The Product is provided for installation and operation within Customer’s own computing environment, as specified in the Order Form. Customer is solely responsible for procuring, configuring, securing, and maintaining the environment in which the Product is installed. Unless otherwise stated in a SOW, Customer shall install all upgrades, updates, maintenance releases, and security patches. Timbr.ai may provide guidance or provide professional services at a fee at Customer’s request, but environment administration is the responsibility of Customer.

2.2 User Terms. The License is granted to You solely for use by You for Your own operations. To the extent applicable, You may use the License only in accordance with the functionality indicated in the Product’s documentation and only within the designated limits of the Licensed Configuration. No Product, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to any other party.

2.4 General Terms. Timbr.ai hereby retains all right, title and interest, including all intellectual property rights, in and to the Products. You may not copy the Product, in whole or in part. You must reproduce and include the copyright notice and any other notices that appear on the original Product on any backup copy. You agree not to allow others to use the Product and You will not use the Product for the benefit of third parties unless You are a Master User. If You are

a Master User, the extent of the restrictions shall be the ones specified in your Order Form. You acknowledge that the source code of the Product, and the underlying ideas or concepts, are valuable intellectual property of Timbr.ai and You agree not to, except as expressly authorized and only to the extent established by applicable statutory law, attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever. You will not develop methods to enable unauthorized parties to use the Product, or to develop any other product containing any of the concepts and ideas contained in the Product not independently developed by You. You will not (and will not direct any third party to) modify Product or incorporate any portion of Product into any other software or create a derivative work of any portion of the Product. You will not (and will not direct any third party to) remove any copyright or other proprietary notices from the Product. Your use of the Product may require the purchase of separate licenses to use particular modules, functionalities, operations, or capabilities.

2.5 Specific Terms. The License is granted to You based on the applicable Licensed Configuration specified in the Order Form and as set forth in the Licensed Configuration. The License permits the use of the Product only in accordance with the Product specifications as declared by You in your Order Form and upon which the License Fees are based. It is a violation of this License Agreement to create, set-up or design software or system which alters the number authorized installation instances with the intent, or resulting effect, of circumventing the Licensed Configuration.

2.6 POC Trial License. This Section shall only apply if You are licensing the Product for a POC evaluation period. The license is valid only for the designated evaluation period and is designed to allow You to evaluate the Product during such period. In the event that You wish to enter into a longer-term license agreement with Timbr.ai, You may order a suitable License from Timbr.ai which, if granted to You, will allow You to use the Product after such evaluation period. In the event that You determine not to purchase a Product license from Timbr.ai at the end of such evaluation period, or in the event that Timbr.ai advises You that discussions with respect to a licensing transaction have terminated, then Your rights under this Agreement shall terminate and You shall promptly stop the use of the Product and return to Timbr.ai or destroy all copies of the Product.

3. LICENSE RENEWALS.

3.1 Renewal Notice. For License Terms that are annual or longer, Timbr.ai shall provide Customer with written notice of the upcoming renewal not less than sixty (60) days prior to the expiration of the then-current License Term.

3.2 Renewal Pricing. Unless otherwise specified in the applicable Order Form, renewals shall be invoiced at the then-current License Fees applicable to the Licensed Configuration at the time

of renewal. Any pricing or commercial terms granted under a prior License Term shall not apply to a renewal unless expressly stated in writing.

3.3 Purchase Order Requirement. If Customer requires the issuance of a purchase order in order to process payment, Customer shall issue a valid purchase order to licenses@timbr.ai **no later than fifteen (15) days** prior to the expiration of the then-current License Term. Timbr.ai shall have no obligation to ensure continuity of access to the Product if Customer has not provided a valid purchase order by such date.

3.4 Late Purchase Orders. If a valid purchase order is received after the expiration of the then-current License Term, Timbr.ai reserves the right to charge the License Fees in effect at the time the purchase order is received. Customer acknowledges that renewal pricing is not guaranteed unless the purchase order is issued in accordance with Section 3.3.

3.5 Notice of Non-Renewal. If Customer does not intend to renew the License Term, Customer shall provide written notice of non-renewal to Timbr.ai at billing@timbr.ai no less than thirty (30) days prior to the expiration of the then-current License Term. Notice shall include Customer's legal entity name and the applicable Order Form reference. Failure to provide such notice within the required period shall result in renewal of the License Term in accordance with this Agreement.

4. SUPPORT AND PROFESSIONAL SERVICES

4.1 Services. Timbr.ai shall provide You with services (such as, but not limited to, training, ontology modeling, professional services, technical support, maintenance, upgrades, modifications, or new releases) **only if** specified in the Order Form and/or SOW. The purchase of technical support services, if applicable, shall be governed by the applicable Service Level Agreement (Support levels, response times and service availability commitments, if applicable, are defined in the Service Level Agreement available at: <https://timbr.ai/legal/service-level-agreement/>).

4.2 . Extent. Except as set forth on an License Order Form or in a SOW, You are solely responsible for integrating the Products with Your's and other applicable systems or software. Nothing in this Agreement shall be understood to prevent Timbr.ai from developing similar work product for other customers. You shall provide Timbr.ai with the operating environment, materials, personnel and access (including, if applicable, remote access) to Your systems and premises as reasonably requested by Timbr.ai to provide the Professional Services.

4.3 Customer Environment. Customer shall be solely responsible for maintaining the computing environment, hardware resources, network configuration, identity and access controls, and any third-party software required for operation of the Product. Timbr.ai has no responsibility for issues arising from Customer's environment or configuration, except to the extent explicitly provided in a Statement of Work.

5. PAYMENT TERMS

5.1 Payment Terms. Except as otherwise provided in the applicable Order Form, License Fees are invoiced within 15 days prior to the commencement or renewal of each License Term and are due no later than thirty (30) days from the end of the month in which the invoice is issued. All payments are non-refundable, except as expressly stated in this Agreement.

5.2 Late Payments. Any payment not received when due may accrue late charges at a rate designated by Timbr.ai of the outstanding balance per month (or the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher), or the maximum amount allowed by law, whichever is less. This rate constitutes a substantial remedy under the Late Payment of Commercial Debts (Interest) Act 1998.

5.3 Suspension for Non-Payment. Timbr.ai may suspend access to the Product if any undisputed License Fees are more than thirty (30) days past due. Timbr.ai will provide notice to You prior to suspension. Suspension does not relieve You of Your payment obligations.

6. TITLE, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Title and Intellectual Property. Timbr.ai Products are licensed and not sold. All right, title, and interest in and to the Product shall remain with Timbr.ai. The Product is protected under international copyright, trademark and trade secret and patent laws. The license granted herein does not constitute a sale of the Product or any portion or copy of it.

6.2 Confidentiality Definition. “**Confidential Information**” means: (i) any information disclosed, directly or indirectly, by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) pursuant to this Agreement that is designated as “confidential”, or in some other manner to indicate its confidential nature; and (ii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the Product and the terms (but not the existence) of this Agreement are the Confidential Information of Timbr.ai. However, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party’s possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party’s contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party’s Confidential Information.

6.3 Limited Use; Protection. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees or contractors of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers,

each subject to an obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information.

6.4 Compelled Disclosure. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will cooperate with Disclosing Party in seeking a protective remedy or other appropriate remedy at the Disclosing Party's expense. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment.

7. TERM AND TERMINATION

7.1 Term and Termination. This Agreement is effective until the Term specified in the Order Form or until terminated by a Party.

7.1.A Timbr.ai may terminate this Agreement upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. This Agreement will terminate immediately without notice from Timbr.ai if You (i) fail to comply with any material provision of this Agreement and License Form, or (ii) if the license of the Product terminates pursuant to the License Term in the Order Form and is not otherwise renewed. Except for the license granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

7.1.B You may terminate this Agreement by providing notice of non-renewal of the License Term to billing@timbr.ai prior to the expiration of the then-current License Term. Termination shall be effective only at the end of the current License Term. If You provide notice of non-renewal after renewal has occurred, You remain responsible for all License Fees applicable to the renewed License Term.

7.2 Effect of Termination. Upon termination of this Agreement, You agree to cease all use of the Product and agree that all outstanding Licenses, SOWs and the corresponding Licenses shall automatically terminate and You will have no further rights to use the Product. The Product shall be deleted from the Software Installation Location and a duly authorized representative of You shall provide upon Timbr.ai request a written confirmation that the deletion has been performed.

8. INDEMNIFICATION

8.1 IP Indemnification. Timbr.ai shall: (i) defend, or at its option settle, any claim brought against You by a third party to the extent it alleges that the Products as delivered to You and used as authorized in this Agreement infringes or misappropriates any patent, copyright or trade secret of any third party; and (ii) pay any damages awarded in a final judgment, or amounts agreed in a monetary settlement, in any such claim defended by Timbr.ai; provided that You provide Timbr.ai: (a) prompt written notice of; (b) sole control over the defense and settlement of; and (c) all information and assistance reasonably requested by Timbr.ai in connection with the defense or settlement of, any such claim. If any such claim is brought or, in Timbr.ai's judgment may be threatened, Timbr.ai may, at its sole option and expense: (1) procure for You the right to continue to use the applicable Products; (2) modify the Products to make them non-infringing; (3) replace the Products with non-infringing technology having substantially similar capabilities; or (4) if none of the foregoing is commercially practicable, terminate this Agreement, and refund a pro rata portion of unused and pre-paid Fees for the outstanding balance of the Term.

8.2 Limitations. Notwithstanding Section 6.1, Timbr.ai will have no liability to You for any claim arising out of or based upon: (i) use of the Products in combination with software, products or services not provided by Timbr.ai if such combination is the underlying basis for the infringement; (ii) any modification of the Products not made or authorized in writing by Timbr.ai; (iii) Your failure to use the Products in accordance with this Agreement or documentation provided by Timbr.ai, or otherwise using the Products for purposes for which they were not designed or intended; or (iv) use of any specified release of the Products after Timbr.ai notifies You that continued use of such release may subject You to a claim of infringement, if Timbr.ai provides a replacement release.

8.3 Disclaimer. THE FOREGOING PROVISIONS OF THIS SECTION 6 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF Timbr.ai, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE Timbr.ai TECHNOLOGY OR ANY PART THEREOF.

8.4 Indemnification by You. You shall: (i) defend, or at its option settle, any claim brought against Timbr.ai and its affiliates by a third party relating to (a) any data employed, provided or made available by or on behalf of You and (b) Your use of the Timbr.ai Technology other than pursuant to this Agreement; and (ii) pay any damages awarded in a final judgment, or amounts agreed in a monetary settlement, in any such claim defended by You; provided that Timbr.ai provides You: (x) prompt written notice of; (y) sole control over the defense and settlement of; and (z) all information and assistance reasonably requested by You in connection with the defense or settlement of, any such claim.

9. LIMITED WARRANTY, DISCLAIMERS, LIMITATION OF LIABILITY AND SECURITY

9.1 Limited Software Warranty. Timbr.ai warrants to You that the encoding of the software program on the media on which the Product is furnished will be free from defects in material and workmanship, and that the Product shall substantially conform to its user manual, as it exists at the date of delivery. Timbr.ai's entire liability and Your exclusive remedy under this warranty shall be, at Timbr.ai's option, either: (i) return of the fees paid to Timbr.ai for the Product, resulting in the termination of this Agreement, or (ii) repair or replacement of the Product or media that does not meet this limited warranty. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7.1, THE PRODUCT AND ANY SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. Timbr.ai DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. Timbr.ai DOES NOT WARRANT OPERATION OR PERFORMANCE OF THE PRODUCT IN CUSTOMER-MANAGED ENVIRONMENTS, INCLUDING IN CIRCUMSTANCES WHERE CUSTOMER HAS NOT PROVIDED TIMELY RENEWAL DOCUMENTATION OR PAYMENT. Timbr.ai DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights that vary by jurisdiction.

9.2 Limitation of Liability. You are solely responsible for adequate protection and backup of the data and equipment used in connection with the Product. Timbr.ai does not guarantee that use of the Product will be uninterrupted or error-free. Timbr.ai does not guarantee that the information accessed by the Product will be accurate or complete. You acknowledge that performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of Timbr.ai. Certain modules of the Product may not be forward-compatible with future versions of the Product and use of such modules with future versions of the Product may require purchase of the applicable future version of the Product. EXCEPT FOR BODILY INJURY OF A PERSON, THE PROVISIONS OF CLAUSES 4.3 AND 6.1, IN NO EVENT WILL Timbr.ai BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER Timbr.ai HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Timbr.ai'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY Timbr.ai UNDER THIS LICENSE FOR THE PARTICULAR PRODUCT(S) WHICH CAUSED THE DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

9.3 Security. Customer is solely responsible for securing its systems and access credentials. Timbr.ai is not responsible for unauthorized access, data loss, or data breach arising from Customer's network, infrastructure, or internal access controls.

10. PRE-RELEASE VERSIONS

10.1 License Grant. With respect to any pre-release version of a Timbr.ai product, including a Beta or an Early Availability product (all collectively referred to herein as a "Beta Product") that may be provided to You by Timbr.ai from time to time, at its sole discretion, Timbr.ai grants You a non-transferable and non-exclusive license to use the Beta Product for evaluation purposes only. The license is designed to provide You with early operational experience with the Beta Product and to provide Timbr.ai with specified information regarding Your experiences with the installation and operation of the Beta Product. The license shall be in effect for a limited period as determined by Timbr.ai and certain other restrictions may apply. You may be asked to sign a separate agreement pertaining to the Beta Product.

10.2 No Obligations. Timbr.ai has no obligation to provide support, maintenance, upgrades, modifications, or new releases for a Beta Product. Owing to the experimental nature of the Beta Product, You are advised not to rely exclusively on the Beta Product for any reason. NOTWITHSTANDING THE AFOREMENTIONED IN THIS AGREEMENT, YOU AGREE THAT THE BETA PRODUCT AND RELATED DOCUMENTATION ARE BEING DELIVERED "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL Timbr.ai BE LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES, DIRECT OR INDIRECT, OF ANY NATURE OR EXPENSES INCURRED BY YOU IN CONNECTION WITH THE BETA TESTING. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE BETA TEST AND THIS LICENSE BY WRITTEN NOTICE TO Timbr.ai.

11. GOVERNING LAW AND EXCLUSIVE COURTS

This Agreement is governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be London, UK, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court where such infringement has occurred. EACH PARTY WAIVES ANY OBJECTION (ON THE GROUNDS OF LACK OF JURISDICTION, FORUM NON CONVENIENS OR OTHERWISE) TO THE EXERCISE OF SUCH JURISDICTION OVER IT BY ANY SUCH COURTS.

12. FORCE MAJEURE

Neither party will be deemed to be in breach of this Agreement for any failure caused by reasons beyond a party's reasonable control (including without limitation acts of God, war or civil disturbance), and it will notify the other party as soon as practicable in writing of such failure.

13. INJUNCTIVE RELIEF

You acknowledge that any use of the Product contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Product, may cause irreparable injury to Timbr.ai, its affiliates, suppliers and any other party authorized by Timbr.ai to resell, distribute, or promote the Product ("**Resellers**"), and under such circumstances Timbr.ai, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

14. GENERAL

14.1 The Product and the provision and any derivatives thereof is subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("*Trade Restrictions*"). Based on the foregoing:

You shall comply with all applicable Trade Restrictions. In addition, You represent that You are not a Restricted Party, nor are You owned or controlled by, or acting on behalf of any person or entity that is a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals and Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>; or (ii) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations and EU Dual-Use Regulation EC 428/2009.

You acknowledge and agree that You are solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates' or Authorized Users' content or other data transmitted through the Product. You shall not and shall not permit any Authorized User to access, use, or make the Product available to or by any Restricted Party or to or from within in a country or territory subject to comprehensive U.S. sanctions (currently including, but not limited to, Cuba, the Crimea region of the Ukraine, Iran, North Korea, and Syria).

14.2 The Timbr.ai software (including the Product) is commercial computer software, and all Products are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“FAR”) 2.101 for civilian agency purchases and the Department of Defense (“DOD”) FAR Supplement (“DFARS”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the Product is acquired by or on behalf of a civilian agency, Timbr.ai provides the commercial computer software and/or commercial computer software Documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the Product is acquired by or on behalf of any agency within the DOD, Timbr.ai provides the commercial computer software and/or commercial computer software Documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Product Schedule, this Section 13.8 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

14.3 This Agreement, the Order Form, the Privacy Policy and the DPA comprise the entire agreement between You and Timbr.ai, state Timbr.ai’s and Timbr.ai’s Resellers and suppliers’ entire liability and Your exclusive remedy with respect to the Product, and supersede all prior agreements pertaining to subject matters of the Agreement, the Order Form, the Privacy Policy and the DPA, and You specifically confirm that You have not entered into this Agreement relaying on any oral or written public comments made by Timbr.ai regarding future functionality or features of the Product. The terms of any purchase order or similar document will have no effect and are hereby rejected. This Agreement has been prepared in the English language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

14.4 You and Timbr.ai are independent contractors with respect to each other, and nothing in this Agreement will be construed as creating a partnership, agency, fiduciary or employment relationship or a joint venture between You and Timbr.ai.

14.5 If any provision of this Agreement is held to be contrary to law, such provision will be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect.

14.6 The section titles in this Agreement are solely for convenience and have no legal or contractual significance. No provision of the Agreement will be construed against Timbr.ai but rather will be construed in a neutral manner as terms entered into by a fully informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement.

14.7 Timbr.ai reserves the right to modify this Agreement at any time. Changes will be effective upon posting. Continued use of the Product constitutes acceptance of the updated Agreement.

14.8 Timbr.ai suppliers are beneficiaries of the limitations, obligations and restrictions contained in this Agreement that are protective of Timbr.ai or the Product.

14.9 You may not assign your rights or obligations under this Agreement without the prior written consent of Timbr.ai., except to a successor of all or substantially all of Your business or assets (by merger or otherwise).

14.10 Certain Third Party Software may be provided with the Product for use in connection with the Product subject to the licenses of their respective proprietors. The provisions of this Agreement shall apply to all Third Party Software Providers and to Third Party Software as if they were Timbr.ai and the Product, respectively, unless they are specifically listed and addressed at [Timbr.ai/open-source/](https://timbr.ai/open-source/), in which case, such Third Party Software Provider's licenses terms will apply with respect to those specific Third Party Software products.

14.11 Questions? Should You have any questions concerning this Agreement contact: licensing@timbr.ai.

Exhibit 1:

Enterprise Deployment Responsibilities Matrix

(Customer-Managed Deployment)

This Exhibit forms part of the Agreement and applies where Customer deploys and operates the Product in its own computing environment (“Customer-Managed Deployment”). Capitalized terms have the meanings assigned under the Agreement.

Responsibility Area	Timbr.ai Responsibilities	Customer Responsibilities
Hosting & Infrastructure	Not applicable. Timbr.ai does not provide hosting services for Customer-Managed Deployments.	Procure, configure, and maintain all computing, storage, networking, identity and access control systems, and related infrastructure necessary to operate the Product.
Installation & Deployment	Provide documentation and, if specified in an SOW, guidance or professional services to support installation.	Install and deploy the Product in Customer’s environment. Ensure the environment meets the technical requirements provided by Timbr.ai.
Configuration & System Administration	Provide functional specifications and technical guidance as needed for proper operation of the Product.	Configure system settings, integrations, network routing, user management, and security policies. Maintain system administration activities on an ongoing basis.
Upgrades, Patches & Maintenance	Make updates, upgrades, service packs, maintenance releases, and security patches available to Customer.	Apply upgrades and patches to the Product. Maintain version compatibility of dependent software and infrastructure components.

Security & Access Control	Ensure the Product does not contain known security vulnerabilities at the time of delivery and provide security updates when made available.	Secure and manage access credentials, roles, authentication systems, firewall rules, network segmentation, and any encryption measures in Customer's environment.
Data Management	None. Timbr.ai does not host, store, or process Customer Data in Customer-Managed Deployments except as required for support services.	Manage, secure, and protect all Customer Data. Maintain data backup, retention, and recovery procedures. Ensure compliance with applicable data protection and governance policies.
Monitoring & Performance	Provide guidance on recommended performance parameters and resource allocation.	Monitor system performance and availability. Adjust infrastructure resources as required to ensure stable operation of the Product.
Support	Provide technical support in accordance with the Service Level Agreement, where applicable.	Provide Timbr.ai support personnel with necessary technical information and system access to diagnose and resolve issues, to the extent permitted by Customer's security policies.
Third-Party Dependencies	Communicate Product compatibility requirements.	Obtain and maintain any required third-party software licenses and services necessary for operation of the Product.

Notes

1. Customer acknowledges that operation, performance, and security of the Product depend on Customer's computing environment and configuration.
2. Timbr.ai has no obligation to operate, manage, or monitor Customer's systems, networks, infrastructure, or data, except as explicitly stated in an Order Form or Statement of Work.
3. In the event Customer does not maintain the environment or apply updates as required, Timbr.ai does not warrant correct performance of the Product.