



# End User Software License Agreement (EULA)

This End User License Agreement (the “**Agreement**”) is entered into by and between WP-Semantix Ltd. (DBA Timbr.ai) (“**Timbr.ai**”) and the individual or legal entity (“**You**” or “**Customer**”) that accepts this Agreement. By setting up or using the Software, 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. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or of more than fifty percent (50%) of the voting rights.

“**Customer-Managed Deployment**” means installation and operation of the Software 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.

“**DPA**” means Timbr.ai’s Data Processing Addendum published on Timbr.ai’s website: <https://timbr.ai/legal/>.

“**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 operating system) and the Software Installation Location of the Software, 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 Software, as indicated in the Order Form.

**“Order Form”** means the Timbr.ai form signed by You to order Timbr.ai Software 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.

**“Privacy Policy”** means Timbr.ai’s privacy policy published on Timbr.ai’s website: <https://timbr.ai/legal/>.

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

**“Reseller”** means any third party authorized by Timbr.ai in writing to market, distribute, or resell the Software to end customers, whether as a value-added reseller, system integrator, distributor, or other channel partner, pursuant to a separate reseller or channel partner agreement with Timbr.ai.

**“Software”** means the Timbr.ai software program and add-on modules, including Third Party Software, licensed to You as expressed in the Order Form 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.

**“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 Software.

**“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 Software. The Software 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 Software 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 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. You may use the License only in accordance with the functionality indicated in the Software's documentation and only within the designated limits of the Licensed Configuration. No Software, 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.

**2.3 General Terms.** Timbr.ai retains all right, title, and interest, including all intellectual property rights, in and to the Software (as further stated in Section 6.1). You may not copy the Software, in whole or in part. You must reproduce and include the copyright notice and any other notices that appear on the original Software on any backup copy. You agree not to allow others to use the Software and You will not use the Software 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 the Order Form. You acknowledge that the source code of the Software, 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, algorithms, file formats, or programming or interoperability interfaces of the Software by any means whatsoever. You will not develop methods to enable unauthorized parties to use the Software, or develop any other product containing any of the concepts and ideas contained in the Software not independently developed by You. You will not (and will not direct any third party to) modify the Software or incorporate any portion of the Software into any other software or create a derivative work of any portion of the Software. You will not (and will not direct any third party to) remove any copyright or other proprietary notices from the Software. Your use of the Software may require the purchase of separate licenses to use particular modules, functionalities, operations, or capabilities.

**2.4 No Circumvention.** The License is granted to You based on the applicable Licensed Configuration specified in the Order Form. The License permits the use of the Software only in accordance with the Software 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 a system which alters the number of authorized installation instances with the intent, or resulting effect, of circumventing the Licensed Configuration.

**2.5 POC Trial License.** This Section shall only apply if You are licensing the Software for a POC evaluation period. The license is valid only for the designated evaluation period and is designed to allow You to evaluate the Software during such period. In the event that You wish to enter into a longer-term license agreement with Timbr.ai, You should submit To Timbr.ai a corresponding Software license Order Form which, if granted to You, will allow You to use the Software after such evaluation period, subject to the terms and conditions of this Agreement. In the event that You determine not to purchase a Software license 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, the effect of termination under Section 7.2 shall apply, and You shall provide written confirmation to Timbr.ai at [licensing@timbr.ai](mailto:licensing@timbr.ai) within 10 days of such termination.

### 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 later than forty -five (45) 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 in the Order Form.

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](mailto:licenses@timbr.ai) **no later than twenty (20) business days** prior to the expiration of the then-current License Term. Timbr.ai shall have no obligation to ensure continuity of access to the Software 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](mailto: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.

3.6 Audit Rights. Timbr.ai reserves the right, upon reasonable written notice of no less than ten (10) business days, to audit Customer's use of the Software no more than once per calendar year to verify compliance with the Licensed Configuration. Customer shall cooperate reasonably with such audit. If an audit reveals underpayment, Customer shall remit the difference plus late charges as specified in Section 5.2. Timbr.ai shall bear the cost of any audit unless it reveals a material underpayment, in which case Customer shall reimburse Timbr.ai's reasonable audit costs.

## 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/>).

4.2 Extent of Services. Except as set forth in the Order Form or in a SOW, You are solely responsible for integrating the Software with Your 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 Software. 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 on 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 Software 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 Software are licensed and not sold. All right, title, and interest in and to the Software shall remain exclusively with Timbr.ai. The Software is

protected under international copyright, trademark, trade secret, and patent laws. The license granted herein does not constitute a sale of the Software 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 indicating 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 Software 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 the Disclosing Party in seeking a protective 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.** This Agreement is effective until the Term specified in the Order Form or until terminated by a Party under the terms of this Agreement.

**7.1.A Termination by Timbr.ai.** Timbr.ai may terminate this Agreement upon Customer’s material breach of any provision hereof that is not cured within thirty (30) days of written notice specifying the breach; provided, however, that the following breaches are not subject to

a cure period and shall result in immediate termination upon written notice: (i) unauthorized sublicensing, transfer, or distribution of the Software; (ii) reverse engineering, decompilation, or misappropriation of Timbr.ai's intellectual property; or (iii) violation of applicable export control or sanctions laws. This Agreement will also terminate automatically if the license of the Software 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 surviving terms of this Agreement shall remain in effect after termination.

**7.1.B Termination by Customer.** You may terminate this Agreement by providing notice of non-renewal of the License Term to [billing@timbr.ai](mailto: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 Software and to return to Timbr.ai or destroy the Software and all documentation and related materials in your possession, and so certify to Timbr.ai by email to [licences@timbr.ai](mailto:licences@timbr.ai), and, (i) agree that all outstanding Licenses, SOWs, and the corresponding rights shall automatically terminate and You will have no further rights to use the Software. The Software shall be deleted from the Software Installation Location and a duly authorized representative of You shall provide, within ten (10) days of Timbr.ai's written request, written confirmation by email to [licences@timbr.ai](mailto:licences@timbr.ai) that 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 Software as delivered to You and used as authorized in this Agreement infringe or misappropriate 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 Softwares; (2) modify the Software to make them non-infringing; (3) replace the Software 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 8.1, Timbr.ai will have no liability to You for any claim arising out of or based upon: (i) use of the Software 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 Software not made or authorized in writing by Timbr.ai; (iii) Your failure to use the Software in accordance with this Agreement or documentation provided by Timbr.ai, or otherwise using the Software for purposes for which they were not designed or intended; or (iv) use of any specified release of the Software 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 8 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 Timbr.ai.

**8.4 Indemnification by You.** You shall: (i) defend, or at its option settle, any claim brought against Timbr.ai and its affiliates and resellers 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 Software is furnished will be free from defects in material and workmanship, and that the Software 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 Software, resulting in the termination of this Agreement, or (ii) repair or replacement of the Software or media that does not meet this limited warranty. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9.1, 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.

**9.1.A Warranty Claim Limitations.** Any claim under the limited warranty in Section 9.1 must be brought within ninety (90) days of the date of delivery of the applicable Software. Claims brought after such period are expressly waived. Where Timbr.ai elects to refund License Fees as the remedy under Section 9.1, such refund shall be limited to the fees paid by Customer for the most recent License Term applicable to the defective Software, and shall not include fees paid in any prior License Term or for any other Software or module. Resellers are not authorized to make any warranty representations regarding the Software beyond those expressly set forth in

this Agreement. Any warranty made by a Reseller beyond the scope of Section 9.1 is made solely on behalf of the Reseller and creates no obligation or liability for Timbr.ai.

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.

**9.2 Limitation of Liability.** You are solely responsible for adequate protection and backup of the data and equipment used in connection with the Software. Timbr.ai does not guarantee that use of the Software will be uninterrupted or error-free. Timbr.ai does not guarantee that the information accessed by the Software will be accurate or complete. You acknowledge that performance of the Software may be affected by any number of factors, including without limitation technical failure of the Software, the acts or omissions of third parties, and other causes reasonably beyond the control of Timbr.ai. Certain modules of the Software may not be forward-compatible with future versions of the Software, and use of such modules with future versions of the Software may require purchase of the applicable future version.

EXCEPT FOR BODILY INJURY OF A PERSON CAUSED DIRECTLY BY TIMBR.AI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXPRESSLY EXCLUDING ANY BODILY INJURY ARISING FROM THE OPERATION, OUTPUTS, OR DECISIONS OF ANY AI SYSTEM USED BY CUSTOMER IN CONNECTION WITH THE PRODUCT, THE PROVISIONS OF SECTIONS 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 of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You.

**9.2.A Mutual Cap on Indemnification.** Notwithstanding the indemnification obligations set forth in Sections 8.4 and 10.6, Customer's maximum aggregate liability to Timbr.ai under this Agreement, whether arising in contract, tort, or otherwise, shall not exceed the greater of: (i) the total License Fees paid by Customer in the twelve (12) months immediately preceding the event giving rise to the claim; or (ii) USD 500,000. This cap shall not apply to Customer's obligations arising from: (a) unauthorized use, sublicensing, or distribution of the Software; (b) breach of confidentiality obligations under Section 6; or (c) Customer's violation of applicable export control or sanctions laws under Section 15.1.

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.

9.4 Limitation on Data-Related Claims. Notwithstanding any other provision of this Agreement, Timbr.ai's total liability for any claim arising from or related to the exposure, loss, corruption, or unauthorized access to Customer Data, whether framed as a direct or indirect claim, shall not exceed the prorated License Fees paid by Customer in the three (3) calendar months immediately preceding the incident giving rise to the claim. This limitation applies regardless of the legal theory under which the claim is brought. Customer further acknowledges that the Software operates as a virtual metadata and query execution layer and does not store, copy, or retain Customer Data in the ordinary course of operation, as described in Section 10.4 and Exhibit 1. Accordingly, any data-related risk arising from Customer's infrastructure, network, or AI System integrations is solely Customer's responsibility under Sections 4.3, 9.3, and 10.7.

9.5 Extension of Liability Limitations to Resellers. The liability limitations, disclaimers, and caps set forth in this Section 9, including the consequential damages waiver, the maximum liability cap, the warranty disclaimers, the data-related claims cap (Section 9.4), and the limitation period (Section 15.13), shall apply equally to Resellers to the same extent as they apply to Timbr.ai. Each Reseller is an express third-party beneficiary of this Section 9 and may enforce these limitations directly against Customer. Customer agrees that any claim arising out of or related to the Software, whether brought against Timbr.ai or a Reseller, shall be subject to the same aggregate cap set forth in Section 9.2, and that the combined liability of Timbr.ai and all Resellers shall not exceed that cap in aggregate. Customer waives any right to seek damages from a Reseller in excess of the limitations that would apply to Timbr.ai under this Agreement.

## 10. AI AGENT AND LLM INTERACTION

10.1 Scope. This Section applies where Customer or any third party integrates artificial intelligence agents, large language models, automated reasoning systems, or similar technologies (collectively, "AI Systems") with the Software through Timbr.ai's published APIs, SDKs, or other programmatic interfaces.

10.2 No AI Embedded in Software. The Software does not include, embed, or operate any AI Systems. Timbr.ai provides programmatic interfaces that enable Customer or Customer's chosen AI Systems to interact with the Software as a virtual metadata and query execution layer. Any AI capabilities operating in connection with the Software are solely those introduced by Customer or third parties acting on Customer's behalf. Timbr.ai makes no representation regarding the suitability, accuracy, safety, or regulatory compliance of any AI System chosen by Customer.

10.3 Customer Responsibility for AI Systems. Customer is solely responsible for: (i) the selection, configuration, and operation of any AI Systems used in connection with the Software; (ii) the accuracy, legality, and appropriateness of any instructions, prompts, queries, or outputs

generated by AI Systems that interact with the Software; (iii) ensuring that any AI System accessing the Software is authorized under this Agreement and operates within the limits of the Licensed Configuration; and (iv) compliance with all applicable laws and regulations governing the use of AI, including but not limited to automated decision-making, data protection, and sector-specific AI regulations.

**10.4 No Data Ingestion by the Software.** The Software operates as a virtual metadata and query execution layer. Timbr.ai does not ingest, store, process, or retain Customer Data through the Software in normal operation. Customer acknowledges that any data traversing the Software in connection with an AI System interaction remains within Customer's own computing environment and under Customer's sole control, consistent with Exhibit 1. Notwithstanding the foregoing, if Customer engages Timbr.ai support services that require access to system logs or telemetry, any such access shall be governed by the DPA.

**10.5 Limitation of Liability for AI-Driven Actions.** Timbr.ai shall have no liability whatsoever, whether in contract, tort, strict liability, or otherwise, for any loss, damage, claim, or consequence of any kind arising from: (i) actions taken by AI Systems operating through the Software's interfaces, including erroneous queries, unintended data access, hallucinated outputs, or automated decisions; (ii) outputs produced by AI Systems based on data retrieved or made accessible through the Software; (iii) Customer's failure to implement appropriate controls, guardrails, rate limits, or human oversight over AI Systems interacting with the Software; or (iv) any third-party claim arising from a decision, recommendation, or action made by or attributed to an AI System that used the Software as a data or execution layer. To the extent any liability of Timbr.ai is found by a court of competent jurisdiction in connection with any of the foregoing, such liability shall in any event be subject to the maximum liability cap set forth in Section 9.2. The existence of this Section shall not be construed as implying that Timbr.ai has any role in, or responsibility for, the design, operation, or outputs of any AI System used by Customer.

**10.6 Indemnification for AI System Use.** Customer shall defend, indemnify, and hold harmless Timbr.ai and its affiliates from any third-party claim arising out of or related to the use of AI Systems in connection with the Software, including claims relating to automated decisions, AI-generated outputs, privacy violations, or regulatory non-compliance attributable to such AI Systems. This obligation is in addition to and not in limitation of the indemnification obligations set forth in Section 8.4.

**10.7 Security of AI Interfaces.** Customer is solely responsible for securing API keys, SDK credentials, and any authentication tokens used by AI Systems to access the Software. Timbr.ai shall have no liability for unauthorized access to the Software resulting from compromise of Customer-managed credentials, whether or not such credentials were used by or on behalf of an AI System.

**10.8 Reseller Protections for AI-Related Claims.** The limitations and exclusions of liability set forth in Section 10.5 (AI-Driven Actions) and Section 10.6 (Indemnification for AI System Use) apply equally to Resellers. No Reseller shall have any liability to Customer for any claim arising from the use of AI Systems in connection with the Software, including without limitation claims arising from an AI System's access to, or use of, data made available through the Software's APIs or SDKs, unless such claim arises from the Reseller's own gross negligence or willful misconduct independent of the Software itself. Any indemnification obligation of Customer under Section 10.6 extends to and covers Resellers as indemnitees on the same terms as Timbr.ai.

### **3. PRE-RELEASE VERSIONS.**

**11.1 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 Software") 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 Software for evaluation purposes only. The license is designed to provide You with early operational experience with the Beta Software and to provide Timbr.ai with specified information regarding Your experiences with the installation and operation of the Beta Software. 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 Software.

**11.2 No Obligations.** Timbr.ai has no obligation to provide support, maintenance, upgrades, modifications, or new releases for a Beta Software. Owing to the experimental nature of the Beta Software, You are advised not to rely exclusively on the Beta Software 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.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

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.

The parties shall attempt to resolve Any dispute arising out of or in connection with this Agreement through good-faith negotiations at a senior management level for a period of thirty (30) days following written notice of the dispute. If the dispute is not resolved within that period, it 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.

### 13. 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.

### 14. INJUNCTIVE RELIEF

You acknowledge that any use of the Software contrary to this Agreement, or any transfer, sublicensing, copying, or disclosure of technical information or materials related to the Software, may cause irreparable injury to Timbr.ai, its affiliates, suppliers, and any other party authorized by Timbr.ai to resell, distribute, or promote the Software, 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.

### 15. GENERAL

15.1 Export Controls. The Software and the provision and any derivatives thereof are 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*"). 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; 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 shall not and shall not permit any Authorized User to access, use, or make the Software available to or by any Restricted Party or to or from within a country or territory subject to comprehensive U.S. sanctions (currently including, but not limited to, Cuba, the Crimea region of Ukraine, Iran, North Korea, and Syria).

**15.2 U.S. Government Rights.** The Timbr.ai software (including the Software) is commercial computer software, and all Software are commercial items. If the software is licensed or the Software 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 and FAR 12.211 and their successors. If the software is licensed or the Software is acquired by or on behalf of any agency within the DOD, Timbr.ai provides such items subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors.

**15.3 Entire Agreement.** 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 Software, and supersede all prior agreements pertaining to the subject matters hereof. You specifically confirm that You have not entered into this Agreement relying on any oral or written public comments made by Timbr.ai regarding future functionality or features of the Software. 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; any non-English version is solely for accommodation purposes.

**15.4 Independent Contractors.** 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.

**15.5 Severability.** 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.

**15.6 Interpretation.** 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.

**15.7 Modifications to Agreement.** Timbr.ai reserves the right to modify this Agreement at any time. Changes will be communicated to Customer via email no less than thirty (30) days prior to taking effect. If Customer does not accept the modified terms, Customer may terminate this Agreement by written notice to [billing@timbr.ai](mailto:billing@timbr.ai) prior to the effective date of the change, without penalty. Continued use of the Software after the effective date of any change constitutes acceptance of the updated Agreement.

**15.8 Reseller Flow-Down Requirements.** Where the Software is distributed through a Reseller, such Reseller is required, pursuant to its agreement with Timbr.ai, to include in its end-customer agreements terms that: (i) incorporate by reference, or replicate in substance, the

liability limitations, warranty disclaimers, and intellectual property restrictions set forth in this Agreement; (ii) prohibit end customers from bringing claims against Timbr.ai or its Resellers in excess of the caps set forth in Section 9.2; (iii) require end customers to acknowledge that the Software is provided subject to this EULA and that Timbr.ai is a third-party beneficiary of any such end-customer agreement; and (iv) include the AI System limitations set forth in Section 10. Timbr.ai shall have no liability to Customer for any failure of a Reseller to comply with this Section, but Customer acknowledges that any agreement with a Reseller that omits these terms does not expand Timbr.ai's liability beyond what is stated in this Agreement.

**15.9 Limitation Period.** Except for claims arising from non-payment of License Fees, no action or proceeding arising out of or relating to this Agreement, regardless of the form of action, may be brought by either party more than two (2) years after the cause of action has accrued. The parties expressly agree that this contractual limitation period supersedes any longer limitation period that may be applicable under statute, to the fullest extent permitted by law.

**15.10 Third-Party Beneficiaries.** Timbr.ai suppliers are beneficiaries of the limitations, obligations, and restrictions contained in this Agreement that are protective of Timbr.ai or the Software.

**15.11 Assignment.** 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). In the event of a change of control of Timbr.ai, Timbr.ai shall provide Customer with written notice within thirty (30) days of such change, and Customer shall have the right to terminate this Agreement without penalty within sixty (60) days of receipt of such notice if the successor materially changes the terms or support obligations.

**15.12 Third Party Software.** Certain Third Party Software may be provided with the Software for use in connection with the Software 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 Software, respectively, unless they are specifically listed and addressed at [Timbr.ai/open-source/](#), in which case, such Third Party Software Provider's license terms will apply with respect to those specific Third Party Software products.

**15.13 Notices.** All legal notices under this Agreement shall be in writing and delivered by: (i) email with read receipt confirmed, or (ii) registered mail or internationally recognized overnight courier, to the addresses specified in the Order Form. Notices are effective upon confirmed receipt. Routine operational communications (such as renewal notices under Section 3.1) may be delivered by standard email.

**15.14 Contact.** Questions regarding this Agreement should be directed to: [licensing@Timbr.ai](mailto: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 Software in its own computing environment (“Customer-Managed Deployment”). Capitalized terms have the meanings assigned under the Agreement.

Responsibility Area	Timbr.ai Responsibilities	Customer Responsibilities
<b>Hosting &amp; Infrastructure</b>	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 Software.
<b>Installation &amp; Deployment</b>	Provide documentation and, if specified in an SOW, guidance or professional services to support installation.	Install and deploy the Software in Customer’s environment. Ensure the environment meets the technical requirements provided by Timbr.ai.
<b>Configuration &amp; System Administration</b>	Provide functional specifications and technical guidance as needed for proper operation of the Software.	Configure system settings, integrations, network routing, user management, and security policies. Maintain system administration activities on an ongoing basis.
<b>Upgrades, Patches &amp; Maintenance</b>	Make updates, upgrades, service packs, maintenance releases, and security patches available to Customer.	Apply upgrades and patches to the Software. Maintain version compatibility of dependent software and infrastructure components.

<b>Security &amp; Access Control</b>	Ensure the Software 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.
<b>Data Management</b>	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.
<b>Monitoring &amp; Performance</b>	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 Software.
<b>Support</b>	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.
<b>Third-Party Dependencies</b>	Communicate Software compatibility requirements.	Obtain and maintain any required third-party software licenses and services necessary for operation of the Software.

### Notes

1. Customer acknowledges that operation, performance, and security of the Software 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 Software.