

## **Statement of Work – Exante Platform**

This Statement of Work (“**SOW**”), adopts and incorporates by reference the terms and conditions of the Master Services Agreement (the “**Agreement**”), entered into by both Parties, between Exante Solutions Inc, a Delaware Limited Liability Company (“**Exante**”) and Guardrails AI, a Delaware LLC (“**Client**,”), as it may be amended from time to time. Exante and Client may each be referred to as a “Party” or, collectively, as the “Parties.”

This SOW is effective beginning on the date set forth on the signature page hereof (“**SOW Effective Date**”) and will remain in effect until it expires or is earlier terminated in accordance with this SOW. The software provided under this SOW will be rendered in accordance with and be subject to the terms and conditions of this SOW, the Agreement, and any related schedules and exhibits. The Parties agree that if there is any conflict between the terms and conditions of the Agreement and the terms and conditions of any SOW, the terms and conditions of this SOW shall supersede and control.

This SOW shall constitute a Purchase Order which, when countersigned by Exante, shall form a binding contract by Client to purchase access to the Exante software platform upon the terms and conditions contained in this SOW. The obligations of Client under this SOW are separate from and independent of, obligations under any other SOW binding between the Parties.

Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement. It is acknowledged and agreed that the various obligations of Exante under this SOW may be performed by Exante, an affiliate thereof, or if appropriate, by one or more third Parties engaged by Exante on behalf of Client.

1. **Defined Terms.** For purposes of this SOW, the following terms shall have the following meanings:
  - a. **Fees** means the fees set forth in this SOW’s Fee Schedule.
2. **Software.** Client agrees to purchase access to and the ability to make use of the Exante Software Platform as described in Schedule A to the Agreement.
3. **SOW Term.** Unless otherwise provided in the Fee Schedule of this SOW, the Term of this SOW shall be as follows:
  - a. **Initial Term.** The term of this SOW (the “Initial Term”) commences on this SOW Effective Date and continues thereafter for a minimum period of one (1) years, unless sooner terminated pursuant to the terms set forth herein.
  - b. **SOW Renewal Term(s).** Upon expiration of the Initial Term, this SOW shall automatically renew for additional successive annual one (1) year terms unless either Party provides written notice of expiration to the other Party at least thirty (30) days prior to the end of the then-current term (the “SOW Renewal Term”), unless earlier terminated pursuant to the terms set forth herein (the Initial SOW Term and SOW Renewal Term, constituting the “Term” of this SOW).
  - c. **Terms of Renewal or Extension.** If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this SOW during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal unless otherwise agreed to by both Parties, subject to any change in the fees/amounts

payable hereunder by Client during the applicable Renewal Term as set forth in this SOW.

- d. **Amendment of SOW.** This SOW may only be amended, modified or supplemented by an agreement in writing signed by both Parties hereto, and such amendment shall not alter the other terms of the Agreement or any other SOW unless agreed to by both Parties expressly in writing.
  - e. **Termination of SOW.** Exante may terminate this SOW at any time during the Term of this SOW upon written notice to Client. Either Party may terminate this SOW at any time following the Initial Term by providing at least thirty (30) days prior written notice to the other Party.
  - f. **No Effect on Sums Due to Exante.** No expiration or termination of this SOW will affect Client's obligation to pay all Fees, Expenses, Taxes or Interest that became due on or before such expiration or termination. Payments of Fees are not refundable nor are they subject to deduction or setoff against other sums due to Exante or any affiliate thereof by Client or any affiliate thereof.
4. **Schedule for Delivery of the Exante Platform.** Access to and the ability to make use of the Exante Platform shall be provided throughout the Term, beginning with scheduling an implementation plan on the Effective Date.
  5. **Fee Schedule.** Client agrees to pay the Fees set forth in the fee schedule ("Fee Schedule") below for the Software specified in this SOW (subject to change as Client designates in writing with notice to Exante from time to time):

Product	Price	Billing Frequency	Term (Years)
Software Platform	\$3,500	Quarterly	1

*The Fees shall be subject to a 1% increase in each subsequent billing cycle following the Effective Date.*

*Exante is entitled to adjust the amounts of any Fee(s) to take account of its own costs and developments. Any such adjustments greater than 1% shall be communicated by Exante to the Client in advance.*

6. **Payment Terms.** Unless otherwise specified in the Fee Schedule to this SOW, Client agrees to make timely payment according to the following:
  - a. **Fees.**
    - i. Upon the Effective Date set forth in this SOW, Exante shall issue an invoice as a payment of the Initial Term of the Software set forth in this SOW. Client shall pay such invoices within fifteen (15) days of the invoice issuance dates of each invoice pursuant to the terms of the Agreement. Client understands and accepts that this upfront payment of any and all fees set forth in the Fee Schedule for the Initial Term and all other payments under this SOW shall be non-refundable.
    - ii. Thereafter, Exante shall issue an invoice on each subsequent billing date whereby Client shall pay Exante the Fees set out in the Fee Schedule each year until the date of termination of this SOW. Client shall pay such invoices within

fifteen (15) days of the invoice issuance dates of each invoice pursuant to the terms of the Agreement. All payments under this SOW shall be non-refundable.

- b. Unless otherwise agreed to by both Parties as set forth in this SOW, Client shall pay all invoices in accordance with the terms set forth in the Agreement.
- 7. **Support**. Standard Support (and Fees related thereto) is included in stated Fees.
- 8. **Other SOW-Specific Terms and Conditions**. The Parties hereby agree to the additional terms and conditions set forth above in Section 1 of this SOW (if any).
- 9. **Billing Contact**. All invoices shall be sent to giedrius+guardrails@exante.app.

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the SOW Effective Date below.

**SOW Effective Date: 04/29/2024**