Tumeryk, Inc.

Software-as-a-Service Agreement

YOU MAY NOT USE THIS TUMERYK SECURITY STUDIO PRODUCT UNLESS YOU HAVE CAREFULLY READ AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW:

This Software-as-a-Service Agreement (the "**Agreement**") represents the entire understanding between Tumeryk, Inc. ("**Tumeryk**" or "**Company**") and you, the entity or individual identified in the registration form submitted in connection with this Agreement ("**you**", "**your,**" or "**Customer**"), as of the date on which Customer first accepts this Agreement (the "**Effective Date**") and governs your use of this Service (as defined below) and its related documentation which Company may provide or make available to you, except to the extent a separate written agreement with the Company explicitly supersedes this Agreement.

By using the Service, you are consenting to be bound by this Agreement. If you do not agree to all of the terms of this Agreement, then do not use the Service.

1. **SERVICE AND RESTRICTIONS**

    1.1 **Service**. Subject to all terms and conditions hereof and Customer's compliance therewith, Company shall provide Customer with non-exclusive access to and use of the Company's software-as-a-service product, Tumeryk Security Studio, which includes an LLM vulnerability scanner and policy editor for building and testing prompts for Gen AI applications (the "**Service**") during the Term (as defined below), solely for purposes of silitating the Customer's vulnerability assessment(s) of large language models ("**LLMs**") and editing policies for use of LLMs, in each case for non-production use only i.e. an environment where the customers process test systems doesn't contain any personally identifiable, personal health, financial, regulated or sensitive information.

    1.2 **Credentials**. Company shall provide Customer with access information and account credentials for the Service, which are Company's Confidential Information (as defined below). Customer shall not create more than one account or transfer Customer's account or account credentials to any other party without Company's prior written consent. Customer shall not disclose its account credentials to any third party and shall notify Company immediately of any unauthorized access to or use of Customer's account.

    1.3 **Modifications; Availability**. At any time, Company may replace, modify, discontinue, disable, improve, enhance, or change the Service. Company does not guarantee or warrant that the Service will be available to Customer at all times.

    1.4 **LLMs**. Customer represents and warrants that: (i) it owns, or otherwise has all necessary rights with respect to, each LLM with which it uses the Service; and (ii) that it will not use the Service, or any results of use of the Service, in a manner that violates the terms of any agreement to which it is a party relating to any LLMs or any applicable law, rule or regulation.

1.5   **Customer Systems**. Customer is solely responsible for the operation and maintenance of the Customer Systems and for having and paying for all equipment and internet access necessary to access and use the Service. Customer is solely responsible for charges incurred by a third party that result from using the Service, including without limitation charges incurred for use of third party LLMs. Company disclaims all warranties, express or implied, and shall have no liability to Customer, arising from or related to the operation or maintenance of the Customer Systems or any incompatibilities, faults, defects, or damage attributable thereto. For the purposes of this Agreement, "**Customer Systems**" means any servers, mobile devices, personal computers, or other equipment owned, operated, or managed by Customer through which the Service is accessed.

1.6   **Restrictions**. Customer shall only use the Service for purposes of conducting vulnerability assessments of compatible LLMs. Company reserves the right to limit usage of the Service from time to time, including by limiting the number of tokens and/or invocations of the scans as part of this Service. Customer shall not, and shall not permit, authorize, or assist any third party to: (a) modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service; (b) use or integrate the Service with any software, hardware, or system other than use with a supported LLM; (c) sell, resell, license, sublicense, distribute, rent or lease any part of the Service or provide any third party with access to the Service; (d) use the Service in a production environment or in connection with providing any product or service to a third party disclose to any third party any information regarding the performance or results of use of the Service, including any results of any benchmark or other performance tests of the Service; (e) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Service; (f) copy, frame, or mirror any part of the Service; (g) attempt to disrupt, degrade, impair, or violate the integrity or security of the Service; (h) use the Service to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; or (i) take any action that imposes, or may impose, at Company's sole discretion, an unreasonable or disproportionately large load on Company's infrastructure.

1.7   **Feedback**. Customer shall promptly provide Company with a report of any actual or potential error or bug in the Service. Company may, at its option and in its sole discretion, correct Service errors or bugs. Customer may, but is not required to, provide suggestions, comments or other feedback ("**Feedback**") to Company with respect to the Service. The disclosure of such Feedback shall not create any confidentiality obligation for Company. Company may freely use, disclose, reproduce, license, distribute and otherwise exploit all Feedback without restriction in perpetuity and without any payment or attribution to Customer.

1.8   **Use of Data**. Company may collect technical, log, and usage data in connection with Customer's use of the Service. Any such collected data is owned by Company and Company may use and exploit it in any manner without restriction.

1.9   **Ownership**. Except for the rights expressly granted in this Agreement, as between the parties Company retains all right, title and interest, including all intellectual property rights, in and to the Service, including without limitation any modifications, updates,

customizations, and derivatives thereof. No implied license or right is granted be either party to the other by estoppel, reliance or otherwise.

2. **CONFIDENTIALITY**

2.1 **Definition**. "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Without limitation, the Service and any documentation relating thereto provided by Company constitutes Confidential Information of Company.

2.2 **Non-Use and Non-Disclosure**. Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party with a reasonable need to know in relation to this Agreement. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

2.3 **Exceptions**. The receiving party has no obligations under Section 2.2 with respect to information that (a) was already public when it the disclosing party discloses it to the receiving party or becomes public (other than as a result of breach of this Agreement by the receiving party) after it is disclosed to the receiving party, (b) is already in the possession of the receiving party as the result of disclosure by a third party not then under an obligation to the disclosing party to keep that information confidential, (c) is disclosed to the receiving party by a third party not then under an obligation to the disclosing party to keep that information confidential, or (d) is independently developed by the receiving party without any use of or reference to the other party's Confidential Information.

2.4 **Maintenance of Confidentiality**. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential

Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees and contractors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

2.5 **Required Disclosure**. Neither party shall be in breach of this Section 2 for any disclosure of the other party's Confidential Information that such party is required by law or legal process to make, provided that the party subject to such requirement gives the other party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

2.6 **Return of Materials**. Upon the termination of this Agreement, each party shall deliver to the other party all of such other party's Confidential Information that such party may have in its possession or control.

2.7 **Injunctive Relief**. Any breach of Customer's obligations with respect to Confidential Information and intellectual property rights may cause substantial harm to Company, which could not be remedied by payment of damages alone. Company has the right to seek preliminary and permanent injunctive relief for such breach in any jurisdiction where damage may occur without a requirement to post a bond, in addition to all other remedies available to it for any such breach.

3. **TERM AND TERMINATION**

3.1 **Term**. This Agreement begins on the Effective Date and will remain in force for a period of fourteen (14) calendar days ("Term") unless earlier terminated as set forth herein.

3.2 **Termination**. Either party may terminate this Agreement for any or no reason at any time by giving the other party written notice thereof.

3.3 **Effect of Termination**. Upon expiration or termination of this Agreement, Customer shall cease all access to and use of the Service. Sections 1.4 through 1.9, 2, 3.3, 4 and 5 shall survive any expiration or termination hereof.

4. **DISCLAIMER AND LIMITATIONS; WARRANTIES; INDEMNITY**

4.1 **Disclaimer of Warranties**. **THE SERVICE IS PROVIDED BY COMPANY ON AN "AS IS" AND "WHERE-IS" BASIS. COMPANY HAS NO OBLIGATION TO CONTINUE TO DEVELOP, COMMERCIALIZE, SUPPORT, REPAIR, OFFER FOR SALE OR IN ANY OTHER WAY CONTINUE TO PROVIDE OR DEVELOP THE SERVICE EITHER TO CUSTOMER OR ANY OTHER PARTY. COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR ITS USE OR OPERATION. WITHOUT LIMITING THE FOREGOING, COMPANY**

DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT GUARANTEE OR WARRANT THAT THE SERVICE WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, MEET CUSTOMER'S REQUIREMENTS, OR BE SECURE.

4.2 **Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OR DAMAGES RELATED TO LOSS OF DATA, LOSS OF SYSTEM AVAILABILITY, LOSS OF COMPUTER RUN TIME, LOST PROFITS, OR COSTS OF COVER. COMPANY'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CASE OF ANY DISSATISFACTION WITH THE SERVICE IS TERMINATION OF THIS AGREEMENT UNDER SECTION 3.2.**

4.3 **Indemnity**. Customer shall indemnify and hold Company harmless from and against any claims, demands, suits, actions, damages, liabilities, losses, judgments, settlements, costs and expenses, including without limitation reasonable attorneys fees, arising out of or relating to Customer's use of the Service, other than to the extent any of the foregoing arises out Company's negligent or willful acts or omissions.

5. **MISCELLANEOUS**

5.1 **Severability**. If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

5.2 **Waiver**. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

5.3 **No Assignment/Binding Agreement**. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred or delegated by Customer, in whole or in part, whether voluntarily or by operation of law, including by way of or in connection with a sale of assets, merger or consolidation, without the prior written consent of Company, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

5.4 **Force Majeure**. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

5.5 **Construction**. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."

5.6 **Amendment**. Company may make modifications, deletions and/or additions to this Agreement ("**Changes**") at any time. Changes will be effective (i) thirty (30) days after Company provides notice of the Changes, whether such notice is provided through the Service user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Except as set forth in the foregoing, this Agreement may only be amended in a writing executed by authorized representatives of both parties.

5.7 **Publicity**. Customer acknowledges that Company may desire to use its name in websites, marketing collateral, press releases, product brochures and financial reports indicating that Customer is a customer of Company, and Customer agrees that Company may reasonably use its name in such a manner.

5.8 **Governing Law**. This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in California for resolution of any disputes arising out of this Agreement.

5.9 **Notices**. Any written notice under or in connection with this Agreement shall be sent by overnight mail, courier, certified mail (return receipt requested) to Tumeryk, Inc., 303, Twin Dolphin Dr, #600, Redwood Shores CA 94065, USA, AND a copy by electronic mail to info@tumeryk.com. If to Customer, to such address as is listed in the registration form submitted in connection with this Agreement. Notice shall be deemed received upon personal delivery when sent by overnight mail, courier, and certified mail, and upon delivery when sent by e-mail. Notices or other communications to a party must be addressed using the information specified below for that party or any other information specified by that party in a notice under this Section 5.9.

5.10 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all prior or contemporaneous discussions, or presentations and proposals, written or oral relating to such subject matter.