

Blaxel
Standard Terms and Conditions

Last amended on December 10, 2025

These Standard Terms and Conditions (these “**Standard Terms**”) are between Blaxel, Inc (formerly known as Beamlit, Inc.), a Delaware corporation, d/b/a Blaxel (“**Blaxel**”) and the Customer (as defined below). THESE STANDARD TERMS, THE ORDER (DEFINED BELOW), AND ANY OTHER TERMS INCORPORATED BY REFERENCE INTO THESE STANDARD TERMS OR THE ORDER (COLLECTIVELY, THE “**AGREEMENT**”) APPLY TO THE PROVISION OF ACCESS TO AND USE OF THE BLAXEL TECHNOLOGY (AS DEFINED BELOW) AND RELATED SERVICES.

BY CLICKING A BOX OR OTHERWISE INDICATING YOUR ACCEPTANCE TO THESE STANDARD TERMS, SIGNING OR OTHERWISE AGREEING TO AN ORDER REFERENCING THESE STANDARD TERMS, OR BY OTHERWISE ACCESSING OR USING THE BLAXEL TECHNOLOGY, YOU (“**CUSTOMER**” OR “**YOU**”) AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR ACCESS TO OR USE OF THE BLAXEL TECHNOLOGY, YOU AGREE TO BE BOUND BY, THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER DOES NOT HAVE BLAXEL’S PERMISSION TO ACCESS OR USE THE BLAXEL TECHNOLOGY. If Customer is an entity, organization, or company, then: (a) the individual accepting this Agreement on Customer’s behalf represents and warrants that they have authority to bind Customer to this Agreement; (b) Customer agrees to be bound by this Agreement; and (c) the terms “Customer” and “you” herein shall refer to such entity, organization, or company.

1. Overview. Subject to the terms and conditions of this Agreement, Blaxel will make available to Customer Blaxel’s infrastructure-as-a-service platform available at <https://blaxel.ai/> (the “**Blaxel Platform**”), that provides the features and modules of the Blaxel Platform identified in the applicable Order (collectively, the “**Services**”).

2. Services.

2.1. Ordering Process; Agreement. These Standard Terms set forth the terms and conditions on which Blaxel may provide the Services as expressly identified: (a) in an order form or other document signed by Customer and Blaxel that references and incorporates these Standard Terms; or (b) during the sign-up, ordering, or checkout process on or through the Service (each, an “**Order**”).

2.2. Access Grant. During the Term, subject to Customer’s compliance with the terms of this Agreement, Customer may access and use the Services only for Customer’s internal business purposes in accordance with the Documentation, this Agreement, and any limitations set forth in the Order.

2.3. Software. During the Term, subject to Customer’s compliance with the terms of this Agreement, Customer may (a) download and install certain Blaxel application programming interfaces, software development kits, browser extensions, and related software applications, each in object code format only (the “**Software**”) and (b) use the Software to access and use the Services and as otherwise permitted by the applicable Documentation and this Agreement.

2.4. Users. “**User**” means an employee or contractor of Customer that Customer allows to use the applicable Blaxel Technology on Customer’s behalf, using the mechanisms designated by Blaxel (“**Log-in Credentials**”). Customer will not make available the Blaxel Technology to

any person or entity other than Users. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Blaxel’s breach of this Agreement). Blaxel may collect, access, use, disclose, transfer, transmit, store, host, or otherwise process (“**Process**”) Log-in Credentials in connection with Blaxel’s provision of the Blaxel Technology or for Blaxel’s internal business purposes.

2.5. Documentation. During the Term, subject to Customer’s compliance with the terms of this Agreement, Blaxel hereby grants to Customer a limited, non-exclusive, non-transferable (except as set forth in Section 2.1.1), and non-sublicensable right and license to internally use the then-current version of Blaxel’s usage guidelines and standard technical documentation for the Services and Software that Blaxel makes generally available to its customers (“**Documentation**”), solely in connection with Customer’s exercise of the rights granted in Sections 2.2 and 2.3.

2.6. Restrictions. Customer will not (and will not permit anyone else to), directly or indirectly, do any of the following: (a) provide access to, distribute, sell, or sublicense the Services, Software, Documentation, or related systems, networks, materials, or other technology provided by or on behalf of Blaxel (collectively, “**Blaxel Technology**”) to a third party (other than Users); (b) use the Blaxel Technology to develop a similar or competing product or service; (c) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Blaxel Technology, except to the extent such a restriction is not permitted under applicable Law (and then only with prior notice to Blaxel); (d) modify or create derivative works of the Blaxel Technology or

copy any element of the Blaxel Technology; (e) remove or obscure any proprietary notices in the Blaxel Technology; (f) publish benchmarks or performance information about the Blaxel Technology; (g) interfere with the operation of the Blaxel Technology, circumvent any access restrictions, or conduct any security or vulnerability test of the Blaxel Technology; (h) transmit any viruses or other harmful materials to the Blaxel Technology; (i) take any action that risks harm to others or to the security, availability, or integrity of the Blaxel Technology; or (j) access or use the Blaxel Technology in a manner that violates Blaxel's Acceptable Use Policy available at <https://blaxel.ai/acceptable-use> (the "AUP") or any applicable relevant local, state, federal or international laws, regulations and conventions, including those related to data privacy or data transfer, international communications, or export of data ("Law"). Additionally, Customer must not disclose or otherwise cause the Blaxel Technology to Process any: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) "protected health information" regulated by the Health Insurance Portability and Accountability Act of 1996 (as amended and supplemented from time to time, "HIPAA"), except as expressly authorized by Blaxel pursuant to an Order and as permitted by a BAA (defined below) between the parties; (iii) credit, debit, or other data subject to the Payment Card Industry Data Security Standards ("PCI DSS"); (iv) other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (v) Social Security numbers, driver's license numbers, or other government-issued identification numbers; or (vi) any data or information subject to Laws or standards similar to the Laws or standards referenced in the foregoing clauses (i)–(v) (collectively, the data described in the foregoing (i)–(vi), "Prohibited Data") or for activities where use or failure of the Blaxel Technology could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control ("High Risk Activities"). Notwithstanding anything else in this Agreement, Blaxel has no liability with respect to Prohibited Data or use of the Blaxel Technology for High Risk Activities.

3. Support. During the Term, Blaxel will use commercially reasonable efforts to provide the applicable Blaxel Technology in a manner that minimizes errors and interruptions in accessing the Blaxel Technology. Except as expressly stated in this Agreement, Blaxel is under no obligation to support or maintain the Service or to provide any updates, upgrades, or other technical support to Customer with respect to the Service, Software, or Customer Data (defined below). Customer's purchase of access to Services is not contingent on the delivery of any future functionality or features or dependent on any oral

or written public or private comments made by Blaxel regarding future functionality or features of the Services.

4. Customer Data.

4.1. Customer Logs and Customer Workloads. In connection with its access and use of the applicable Blaxel Technology, Customer (including its Users) may (a) manually generate, modify, and save timestamped messages, records, logs, and traces through the Service ("Customer Logs"), and (b) develop, modify, maintain, upload, deploy, or transmit to or through the Services artificial intelligence agents, virtual machines, sandboxes, algorithms, models, and any other deployment or workload ("Customer Workloads"). Customer is solely responsible for any and all obligations with respect to the accuracy, quality, and legality of all Customer Logs and Customer Workloads, including their interaction or integration with any data or database, technology, or Third-Party Platform (defined below) and for providing all necessary notices and disclosures to and obtaining all necessary rights, consents, permissions, and authorizations from Users. As between Customer and Blaxel, Customer Logs and Customer Workloads, and all intellectual property rights therein, are the exclusive property of Customer.

4.2. Use of Customer Data. Customer hereby grants Blaxel a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to contractors and service providers), non-transferable (except as set forth in Section 21.1) right to Process, display, modify, and create derivative works from any Customer Logs, Customer Workloads, or other data, information, content, or materials that Customer (including its Users) makes available to Blaxel, including through the Services or that is imported from a Third-Party Platform (collectively, "Customer Data") solely as necessary: (a) to perform Blaxel's obligations set forth in this Agreement; (b) to derive or generate information from the use of the Blaxel Technology, such as logs, traces, data, metrics, and learnings related to Customer's and Users' use of the Blaxel Technology, provided such information does not identify Users, Customer, or any natural human persons as the source thereof ("Telemetry"); (c) to comply with applicable Laws; or (d) to create de-identified data from the Customer Logs, such that the Customer Logs no longer identify Users, Customer, or any natural human persons as the source thereof ("De-Identified Data"). For the avoidance of doubt, once Telemetry or De-Identified Data has been derived or generated, it does not constitute Customer Data. Blaxel may use and exploit Telemetry and De-Identified Data without restriction.

5. Customer Obligations.

5.1. Compliance. Customer will (a) ensure that Customer's and its Users' use of the Blaxel Technology complies with this Agreement; (b) use commercially

reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Blaxel Technology; and (c) promptly notify Blaxel of any unauthorized use of, or access to, the Blaxel Technology or if it becomes aware of any compromise of any Log-in Credentials. Blaxel reserves the right to investigate any potential violation of the AUP by Customer or its Users, which may include reviewing Customer Data or Customer Applications (defined below).

5.2. Customer Data. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with applicable Laws when using the Blaxel Technology and Customer Workloads. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, authorizations, and permissions necessary for Blaxel to Process Customer Data and exercise the rights granted to it in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data.

5.3. Third-Party Content Enforcement. Blaxel responds to notices of alleged copyright infringement and may terminate the accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer's primary use of the Services is to host third-party content or facilitate the sale of goods or services between third parties on its Customer Application(s), Customer will take the following steps to enforce compliance with the AUP: (a) publish policies defining what content is prohibited on its Customer Application(s); (b) maintain a publicly accessible method to receive notices of violation of that policy; and (c) promptly review and address any such notices, and remove content where appropriate.

6. **End Users**. Customer may use the Services in order to host and provide products, applications, and services owned or controlled by Customer ("**Customer Applications**") to Customer's third-party end users or customers ("**End Users**"). Blaxel is not responsible for the Customer Applications or for the conduct of Customer's End Users. If Customer elects to use the Services in connection with a Customer Application, then the Customer Application must satisfy all of the requirements in the AUP. For clarity, (a) no rights in or to the Blaxel Technology are granted to any End User in this Agreement and (b) any agreements regarding the Customer Applications are solely between Customer and the applicable End User and do not constitute part of this Agreement.

7. **Suspension of Service**. Blaxel may immediately suspend Customer's access to any or all of the applicable Blaxel Technology if: (a) Customer or any User violates the AUP or breaches Section 2.6 (Restrictions) or Section 5

(Customer Obligations); (b) Customer's account is 30 days or more overdue; (c) changes to Laws or new Laws require that Blaxel suspend the Blaxel Technology or otherwise may impose additional liability on the part of Blaxel; or (d) Customer's actions risk harm to any of Blaxel's other customers or the security, availability, or integrity of any of the Blaxel Technology. Where practicable, Blaxel will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, Blaxel will restore Customer's access to the applicable Blaxel Technology.

8. **Third-Party Platforms; LLM Providers**

8.1. LLM Providers. Certain "**AI Features**" of the Service may allow Customer to transmit information, including Customer Data, to third-party providers of large language models ("**LLM Providers**"). Before using AI Features, Customer must review and ensure that Customer complies with the terms and conditions and acceptable use policies of the applicable LLM Provider. Customer is responsible for its compliance with such terms and policies, and Blaxel has no responsibility for any interruptions to the Services caused by Customer's violation of such policies. Blaxel may suspend or terminate Customer's use of all or part of the Services if Blaxel becomes aware that Customer is violating any such policy. Customer acknowledges and agrees that Blaxel is not responsible for any output, content, or other materials generated or produced by the LLM Providers. Outputs generated or produced by LLM Providers are generated or produced through machine learning processes and are not tested, verified, endorsed, or guaranteed by Blaxel to be accurate, complete, or current. Customer should independently review and verify all outputs generated by LLM Providers as to appropriateness and legality for any or all Customer use cases and applications.

8.2. Third-Party Platforms. The Services may support integration with third-party platforms, add-ons, services, or products not provided by Blaxel, including services provided by LLM Providers ("**Third-Party Platforms**"). Use of any Third-Party Platforms integrated with or made available through the Services is subject to Customer's agreement with the relevant provider and not this Agreement. Blaxel does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Blaxel Technology or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Blaxel Technology, Customer authorizes Blaxel to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

9. **Business Associate Agreement**. To the extent that Customer has been expressly authorized by Blaxel to submit Customer Data that include "protected health

information” as defined by HIPAA pursuant to an Order, the parties will enter into a separate Business Associate Agreement (the “BAA”).

10. Fees and Taxes.

10.1. Fees. Customer will pay the fees for the Blaxel Technology and/or Service Credits (defined below) set forth in each Order (“**Fees**”). All Fees will be paid in U.S. dollars unless otherwise provided in the Order. Fees are due and payable on the terms and on the schedule in the Order. Unless the Order provides otherwise, all Fees are due immediately upon checkout or otherwise upon Customer’s entry into the Order. Fees for Renewal Terms (defined below) are at Blaxel’s then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All Fees are non-refundable except as may be set out in Section 11.2 (Warranty Remedy) and Section 16.4 (Mitigation).

10.2. Service Credits. Blaxel may allow Customer to prepay for certain functionality, throughput, storage, compute, or other aspects of the Services through the purchase of credits (“**Service Credits**”). Fees for Service Credits will be specified in the Order. Promotional Service Credits may also be offered for no Fees, at Blaxel’s sole discretion, which may be subject to additional terms. The amount of Service Credits available on Customer’s account is Customer’s “**Credit Balance**.” Service Credits represent that amount Customer has paid in advance for use of the Services. Service Credits: (a) do not constitute or confer upon Customer any personal property right; (b) are not redeemable, refundable, or exchangeable for any sum of money or monetary value (except where required by Law); and (c) are not legal tender or currency, have no equivalent value in fiat currency, and are not a substitute for fiat currency. Blaxel may make available a feature that allows Customer to automatically purchase additional Service Credits when Customer’s Credit Balance reaches zero or falls below a threshold specified by Customer through the Services (the “**Automatic Purchase Feature**”). If Customer enables the Automatic Purchase Feature, Customer hereby authorizes Blaxel to charge Customer the Fees for the amount of Service Credits elected by Customer when Customer’s Credit Balance reaches zero or falls below the specified threshold for so long as the Automatic Purchase Feature is enabled. Service Credits are non-transferable and may be used only in connection with the applicable Service(s) for which they were issued. Blaxel may offer promotional Service Credits free of charge as part of a promotional program rather than for purchase and such Service Credits will not be applied against any sales, use, gross receipts, or similar transaction based taxes that may be applicable to Customer. **All sales of Service Credits are final. Unused Service Credits expire one year after the date of purchase or issuance, unless**

otherwise specified at the time of purchase or when the applicable Service Credits are issued.

10.3. Taxes. Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Blaxel’s income tax (“**Taxes**”). Fees are exclusive of all Taxes.

10.4. Third Party Payment Processor. To facilitate payments due hereunder via bank account, credit card or debit card, Blaxel currently uses Stripe, Inc. (“**Processor**”), a third-party payment processor. The payment processing services currently provided by Processor are subject to separate terms and conditions, agreements, and policies imposed or required by Processor (collectively, the “**Processor Services Agreement**”). By agreeing to this Agreement, Customer agrees to be bound by the Processor Services Agreement, as the same may be modified by Processor from time to time. As a condition of Blaxel enabling payment processing services through Processor, Customer represents and warrants to Blaxel that any information about its payment instruments and/or bank accounts is true and that it is authorized to use the payment instrument and/or bank account, as applicable. Customer also hereby authorizes Blaxel to share such information and other transaction information related to its use of the payment processing services provided by Processor. Customer hereby authorizes Processor to store and automatically continue billing its specified payment method, even after such payment method has expired, to avoid interruptions in payment for Customer’s access and use of the Blaxel Technology, without need for further approval. Please contact Processor for more information. Blaxel may replace Processor at any time and will notify Customer of any such change. Upon making any such change, this paragraph will be deemed modified to replace Processor with any such new processor designated by Blaxel and to replace the Processor Service Agreement with the applicable terms and conditions of such replacement Processor. Blaxel assumes no liability or responsibility for any payments made through Processor.

11. Warranties and Disclaimers.

11.1. Limited Warranty. Blaxel warrants to Customer that the Services will perform materially as described in its Documentation and Blaxel will not materially decrease the overall functionality of the Services (“**Limited Warranty**”) during the Term (“**Warranty Period**”).

11.2. Warranty Remedy. If Blaxel breaches the Limited Warranty during the Warranty Period and Customer makes a reasonably detailed warranty claim in the manner required by Blaxel within 30 days of discovering a breach of the Limited Warranty, then Blaxel will use reasonable efforts to correct the non-conformity. If Blaxel cannot do so within 30 days of receipt of Customer’s warranty claim,

either party may terminate the Agreement as it relates to the non-conforming Service. Blaxel will then refund to Customer any pre-paid, unused fees for the terminated portion of the Term. This Section sets forth Customer's exclusive remedy and Blaxel's entire liability for breach of the Limited Warranty. The Limited Warranty does not apply to: (a) issues caused by Customer's or Users' misuse of or unauthorized modifications to the applicable Service; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the applicable Blaxel Technology other than according to the Documentation; or (d) Trials and Betas (as described in Section 19) or other free or evaluation use of the Blaxel Technology.

11.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1 (LIMITED WARRANTY), THE BLAXEL TECHNOLOGY AND ALL OTHER BLAXEL SERVICES ARE PROVIDED "AS IS". BLAXEL, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, INCLUDING REGARDING ANY CUSTOMER WORKLOAD, CUSTOMER APPLICATION, AND THIRD-PARTY PLATFORM. BLAXEL DOES NOT WARRANT THAT CUSTOMER'S USE OF THE BLAXEL TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BLAXEL WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. BLAXEL IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE BLAXEL'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. BLAXEL IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR: (A) ANY LOSS OF SERVICE CREDITS AS A RESULT OF THE EXPIRATION OF SUCH SERVICE CREDITS, THE SUSPENSION OR TERMINATION OF CUSTOMER'S INACTIVE ACCOUNT, OR THE EXPIRATION OR TERMINATION OF THIS AGREEMENT PURSUANT TO ITS TERMS; (B) ANY CUSTOMER APPLICATION OR THIRD-PARTY PLATFORM; AND (C) ANY DISPUTES BETWEEN CUSTOMER AND THIRD PARTIES, INCLUDING ANY LLM PROVIDERS OR END USERS (EXCEPT AS EXPRESSLY SET FORTH IN SECTION 16.1).

12. Term and Termination.

12.1. Term. This Agreement continues until it expires or is terminated pursuant to its terms ("**Term**").

12.2. Subscription Orders. Customer may elect to place an Order to receive recurring Services for a specified period of time ("**Subscription Order**"). If Customer places a Subscription Order, the Order will include an initial term for the applicable Services ("**Initial Term**"). After the expiration of the Initial Term, the Order will automatically

renew with respect to such Services for additional successive "**Renewal Terms**" having the same length as the Initial Term, unless either party gives the other party notice of non-renewal (a) at least 30 days before the end of the Initial Term or applicable Renewal Term, if the Initial Term or applicable Renewal Term is twelve (12) months or more, or (b) before the end of the Initial Term or applicable Renewal Term, if the Initial Term or applicable Renewal Term is less than twelve (12) months (including for month-to-month subscriptions). For clarity, the non-renewal of any Initial Term or Renewal Term with respect to a particular Service does not affect the Term of this Agreement itself, which continues as set forth in Sections 12.1 and 12.3.

12.3. Termination. Either party may terminate this Agreement (including any Order) if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. If Customer's Credit Balance has not been positive for 90 days or more or as contemplated by Section 5.3, Blaxel may: (i) terminate Customer's account on the Service; (ii) delete all Customer Data (subject to Section 12.4); and (iii) terminate this Agreement (including any Order).

12.4. Effect of Termination. Upon expiration or termination of this Agreement, Customer's rights to access, and Blaxel's obligations to provide, the Blaxel Technology will cease. Following termination of this Agreement: (a) Blaxel will terminate any Credit Balance associated with Customer's account; and (b) Blaxel will be under no obligation to store or retain the applicable Customer Data and may delete the applicable Customer Data at any time in its sole discretion. No Customer Data will be retained for more than 90 days after expiration or termination of this Agreement, provided that Customer Data and other Confidential Information (as defined in Section 17) may be retained in Recipient's (as defined in Section 17) standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality and nonuse restrictions. Notwithstanding anything to the contrary, Blaxel may retain Customer Data and other Confidential Information as necessary to comply with applicable Law, subject to this Agreement's confidentiality and nonuse restrictions.

12.5. Survival. These Sections survive expiration or termination of this Agreement: 2.6 (Restrictions), 4 (Customer Data), 5 (Customer Obligations), 1 (Fees and Taxes), 11.3 (Disclaimers), 12.4 (Effect of Termination), 12.5 (Survival), 13 (Ownership), 15 (Limitations of Liability), 16 (Indemnification), 17 (Confidentiality),

18 (Required Disclosures), and 21 (General Terms). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

13. Modifications. Blaxel may, from time to time, amend these Standard Terms, and will post such amended Standard Terms on Blaxel's website at <https://blaxel.ai/terms>, noting the date of the last such amendment. Unless Customer has an active Subscription Order, revisions are effective upon Customer's next purchase of Service Credits. If Customer has an active Subscription Order, revisions are effective upon the commencement of any Renewal Term.

14. Ownership; Feedback. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the parties, Customer retains all intellectual property rights and other rights in the Customer Data. Except for the rights and licenses granted in this Agreement, Blaxel and its licensors retain all rights (including all intellectual property rights), title, and interest in and to the Blaxel Technology. To the extent Customer provides Blaxel with feedback (including suggestions and comments for enhancements or functionality) regarding the Blaxel Technology or Blaxel's products, services, or other technology ("**Feedback**"), Blaxel has (a) sole discretion to determine whether and how to proceed with Feedback and (b) the full and unrestricted right to use or incorporate Feedback into any of its products, services, technology, or other materials.

15. Limitations of Liability.

15.1. Consequential Damages Waiver. EXCEPT FOR LIABILITY ARISING FROM EXCLUDED CLAIMS (AS DEFINED BELOW) NEITHER PARTY (NOR ITS SUPPLIERS OR LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

15.2. Liability Cap. EXCEPT FOR LIABILITY ARISING FROM EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND LICENSORS') ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO BLAXEL PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT.

15.3. Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Sections 2.6 (Restrictions) or

5 (Customer Obligations); (b) either party's breach of Section 17 (Confidentiality) (but excluding claims relating to Customer Data); or (c) amounts payable to third parties under the indemnifying party's obligations in Section 16 (Indemnification).

15.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 15 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

16. Indemnification.

16.1. Indemnification by Blaxel. Blaxel will defend Customer from and against any third-party claim to the extent alleging that the Blaxel Technology, when used by Customer in accordance with this Agreement, infringes or misappropriates a third-party's U.S. patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages, fines, penalties, and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by Blaxel resulting from the claim.

16.2. Indemnification by Customer. Customer will defend Blaxel from and against any third-party claim to the extent resulting from Customer Data, any Customer Application, Customer's breach or alleged breach of Section 5 (Customer Obligations), or any dispute between Customer and a third party, including any End User (except to the extent pursuant to an indemnifiable claim under Section 16.1), and will indemnify and hold harmless Blaxel against any damages, fines, penalties, and costs awarded against Blaxel (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

16.3. Procedures. The indemnifying party's obligations in this Section 16 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Blaxel Technology, when Blaxel is the indemnifying party). The indemnified party may participate in the defense or settlement of a claim with its own counsel at its own expense.

16.4. Mitigation. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as Blaxel

determines necessary to avoid material liability, Blaxel may at its option: (a) procure rights for Customer's continued use of the applicable Blaxel Technology; (b) replace or modify the allegedly infringing portion of the applicable Blaxel Technology to avoid infringement or misappropriation without reducing such Blaxel Technology's overall functionality; or (c) terminate this Agreement and refund to Customer any pre-paid, unused fees in connection with any Subscription Order for the terminated portion of the Initial Term or Renewal Term, as applicable.

16.5. **Exceptions.** Blaxel's obligations in this Section 16 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of Blaxel Technology or use of Blaxel Technology in combination with items not provided by Blaxel (including Third-Party Platforms); (b) to unauthorized use of the Blaxel Technology; (c) if Customer settles or makes any admissions about a claim without Blaxel's prior consent; or (d) to Trials and Betas or other free or evaluation use.

16.6. **Exclusive Remedy.** THIS SECTION 16 SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND BLAXEL'S ENTIRE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

17. Confidentiality.

17.1. **Definition.** "Confidential Information" means information disclosed to the receiving party ("Recipient") under this Agreement that is designated by the disclosing party ("Discloser") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Blaxel's Confidential Information includes the terms and conditions of this Agreement and the Blaxel Technology (including any technical or performance information about the Blaxel Technology). Customer's Confidential Information includes Customer Data.

17.2. **Obligations.** As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.2 (Use of Customer Data); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Blaxel is the Recipient, Blaxel may retain the Customer's Confidential Information to the extent required to comply with applicable Law or continue to provide the Blaxel Technology as contemplated by this Agreement. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, for Blaxel, the subcontractors referenced in Section 21.8), provided it remains responsible for their compliance with this Section 17 and they are bound by

written agreements (or, in the case of professional advisers like attorneys and accountants, ethical duties) imposing confidentiality and non-use obligations no less protective than this Section 17.

17.3. **Exclusions.** These confidentiality obligations do not apply to information that Recipient can document:

(a) is or becomes public knowledge through no fault of the receiving party or its representatives; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using or referencing Confidential Information.

17.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 17, without necessity of posting a bond or proving actual damages.

18. **Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

19. **Trials and Betas.** If Customer receives access to Blaxel Technology or features thereof on a free or trial basis or as an alpha, beta, or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation during the period designated by Blaxel (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Blaxel may never release, and their features and performance information are Blaxel's Confidential Information. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, BLAXEL PROVIDES NO WARRANTY, INDEMNITY, OR SUPPORT FOR TRIALS AND BETAS, AND ITS LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED US\$50.

20. **Publicity.** Neither party may publicly announce that the parties have entered into this Agreement, except with the other party's prior consent or as required by Laws. However, Blaxel may include Customer and its trademarks in Blaxel's customer lists and promotional materials but will cease further use at Customer's written request.

21. General Terms.

21.1. **Assignment.** Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in

connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its voting securities or assets to which this Agreement relates to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and insure to the benefit of each party's permitted successors and assigns.

21.2. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

21.3. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the Order and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either party may update its address with notice to the other party pursuant to this Section. Blaxel may also send operational notices to Customer by email or through the Service.

21.4. Entire Agreement. Customer's use of the Blaxel Technology is subject to all additional terms, policies (including the AUP), rules, or guidelines applicable to the Service or certain features of the Blaxel Technology that Blaxel may post on or link to from the Service (including the BAA, "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement. This Agreement, including all Additional Terms and any other agreements expressly incorporated into this Agreement, is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation.

21.5. Amendments. Except as expressly permitted in Section 13 (Modifications), this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement.

21.6. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, such

invalidity will not affect the remainder of this Agreement, and the invalid, illegal, or unenforceable provision will be replaced by a valid provision that has as near as possible an effect to that of the invalid, illegal, or unenforceable provision as is reasonably practicable without such replacement provision risking similar invalidity, illegality, or unenforceability.

21.7. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster.

21.8. Subcontractors. Blaxel may use subcontractors and permit them to exercise Blaxel's rights, but Blaxel remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

21.9. Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

21.10. Export. Customer will comply with all relevant U.S. and foreign export and import Laws in using any Blaxel Technology. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use the Blaxel Technology in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

21.11. Open Source. The Services and Software may incorporate third-party open source software ("**OSS**"), including as listed in the Documentation or otherwise disclosed by Blaxel in writing. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

21.12. Government End-Users. Elements of the Blaxel Technology may include commercial computer software. If the user or licensee of the Blaxel Technology is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Blaxel Technology or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Blaxel Technology was developed fully at private expense. All other use is prohibited.

21.13. Conflicts in Interpretation. If there are inconsistencies or conflicts between the terms of any Order and these Standard Terms, the terms of the Order will control to the extent of the conflict.