



Terms of Service

Deliberately.ai — the Client Intelligence platform

VERSION

2026.10

Effective October 1, 2026

RATE CARD

Rates are published in the Service
and incorporated by Section 4.7(b)

Deliberately Incorporated, San Francisco, California. Draft pending counsel review.

These Terms of Service ("Agreement") are a legally binding contract between you and Deliberately Incorporated ("Deliberately.ai") regarding your use of the Service (as defined in Section 1). References to "Customer", "you", and "your" refer to the individual, company, or other entity that accepts this Agreement, either (a) by executing an ordering document provided to you that references this Agreement, or (b) by affirmatively indicating acceptance of this Agreement when registering for an Account or when first accessing the Service. In each case the resulting arrangement is an "Order"; an Order formed under clause (b) is a "Self-Serve Order" and is governed by Section 4.7. If the Service is being used on behalf of a company or other entity by an individual authorized to accept this Agreement on its behalf, then all references to "Customer," "you," or "your" refer to the company or other entity. If you are a company or other entity, the individual accepting this Agreement on your behalf represents and warrants that they have authority to bind you to this Agreement. If you are not eligible, or do not agree to the terms and conditions of the Agreement, then you do not have Deliberately.ai's permission to use the Service. Your use of and Deliberately.ai's provision of the Service to you, constitutes an Agreement by Deliberately.ai and by you to be bound by this Agreement.

1. OVERVIEW

Deliberately.ai's Client Intelligence Platform provides features and functionality that may permit you to upload information and files which will be organized and analyzed using machine learning and artificial intelligence ("Service").

2. SERVICE

2.1 Permitted Use. Subject to the terms and conditions of this Agreement and each Order, Deliberately.ai will make the Service available to Customer and, if Customer is a company or entity, to any employee or contractor of Customer that Customer authorizes to use the Service on Customer's behalf (a "User") during the applicable Subscription Term (defined below) solely for Customer's internal business purposes.

2.2 Access. To access the Service, Users may be required to register for an account ("Account"), and in doing so, may be required to provide Deliberately.ai with information (such as name, email address, or other contact information). Customer agrees that the information it provides to Deliberately.ai is accurate, complete, and not misleading and that it will keep it accurate and up to date at all times. Only Users, using the mechanisms designated by Deliberately.ai ("Log-in Credentials"), may access and use the Service. 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 Deliberately.ai's breach of this Agreement). Customer will promptly notify Deliberately.ai if it becomes aware of any compromise of any Log-in Credentials. Deliberately.ai may access, collect, use, disclose, transfer, transmit, store, host, or otherwise process ("Process", "Processed" or "Processing") such Log-in Credentials in connection with Deliberately.ai's provision of the Service or for Deliberately.ai's internal business purposes. Customer represents and warrants to Deliberately.ai that: (a) it has not previously been suspended or removed from the Service; and (b) its registration and use of the Service is in compliance with all applicable laws.

2.3 Restrictions. Customer will not (and will not permit its Users or anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Service to a third party (other than Users); (b) use the Service on behalf of, or to provide any product or service to, third parties; (c) use the Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only with prior notice to Deliberately.ai); (e) modify or create derivative works of the Service or copy any element of the Service; (f) remove or obscure any proprietary notices in the Service; (g) publish benchmarks or performance information about the Service; (h) interfere

with the operation of the Service, circumvent any access restrictions, or conduct any security or vulnerability test of the Service; (i) transmit any viruses or other harmful materials to the Service; (j) take any action that risks harm to others or to the security, availability, or integrity of the Service; or (k) access or use the Service in a manner that violates any applicable law.

2.4 Support. Deliberately.ai will use commercially reasonable efforts to provide Customer with support for the Service described in the Support Policy set forth on Exhibit A ("Support").

2.5 Suspension. Deliberately.ai may immediately suspend Customer's and its Users' access to the Service if: (a) Customer breaches Section 2.3 (Restrictions) or Section 3 (Customer Obligations); (b) Customer's Account is 30 days or more overdue; (c) changes to or new applicable laws that require Deliberately.ai to suspend the Service or otherwise may impose additional liability on Deliberately.ai; or (d) Customer's or its Users' actions risk harm to any of Deliberately.ai's other customers or the security, availability, or integrity of the Service. Where practicable, Deliberately.ai will use reasonable efforts to provide Customer with prior notice of the suspension. If the issue that led to the suspension is resolved, Deliberately.ai will use reasonable efforts to restore Customer's access to the Service.

2.6 Third-Party Platforms. Customer's use of any third-party platforms, services, products ("Third-Party Platforms") are subject to Customer's agreements with the relevant provider and not this Agreement. Deliberately.ai does not control and has no liability for such Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Service or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Service, Customer authorizes Deliberately.ai to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

3. CUSTOMER OBLIGATIONS

3.1 Use of Customer Data. Customer grants Deliberately.ai the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, create derivative works from, and otherwise Process any data or information that Customer (including its Users) submits to the Services for Processing by Deliberately.ai under this Agreement ("Customer Data") to: (a) provide the Service; (b) derive, generate, create, or compile information generated from use of the Service, which does not identify Customer or Users ("Usage Data") solely to (i) track use of Service for billing purposes; (ii) provide support for Service; (iii) monitor, evaluate, and improve the Service; (iv) prevent or address technical issues with the Service; and (v) for all other lawful business practices, such as analytics, benchmarking, and reports; and (c) as otherwise required by applicable law or as agreed to in writing between the parties. Customer will not interfere with the collection of Usage Data.

3.2 Customer Obligations. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with applicable law when using the Service. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Deliberately.ai to collect, access, use, disclose, transfer, transmit, store, host, or otherwise Process the Customer Data set forth in this Agreement without violating or infringing any third-party rights, or violating any applicable laws, policies, or other requirements that apply to the Customer Data.

4. PAYMENT TERMS

4.1 Fees. All fees for the Service ("Fees") will be paid in US dollars unless otherwise provided in an Order. Fees are invoiced or charged as described in the Order. Unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. Customer must notify Deliberately.ai in writing of any disputed Fee within 30 days of the applicable

invoice date, describing the basis for the dispute in reasonable detail, or the invoice is deemed accepted. If Customer fails to pay any Fees when due, Customer will be charged a service charge of 1.5% per month or the maximum amount allowed by applicable law, whichever is less, while such Fees remain unpaid and overdue, and Customer will also be responsible for fees or charges that are incidental to any chargeback or collection of any unpaid amount including any collection fees. All Fees and other expenses are non-refundable. 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 Deliberately.ai's income tax ("Taxes"). Fees are exclusive of all Taxes.

4.2 Authorization. Customer authorizes Deliberately.ai to charge all sums for the orders that Customer (or any User) makes and any level of Service that Customer selects as described in this Agreement, an Order, or published by Deliberately.ai, including all applicable Taxes, to the payment method specified in Customer's account. Customer agrees that Deliberately.ai may seek pre-authorization of the credit card account Customer provides to Deliberately.ai for payment prior to any purchase to verify that the credit card is valid and has the necessary funds or credit available to cover such purchase. If Customer's payment method is no longer valid at the time any Fee is due,

4.3 Pricing. Fees for the Service are described in the Order. Unless Deliberately.ai and Customer otherwise agree in an Order, Deliberately.ai may change the Fees specified on Deliberately.ai's billing page for the Service (including any feature or functionality of the Service) and Deliberately.ai will notify Customer of any such changes before they apply. Deliberately.ai may make promotional offers with different features and different pricing to any of Deliberately.ai's other customers. These promotional offers, unless made to Customer, will not apply to any Order or this Agreement.

4.4 Usage-Based Fees. Certain Orders may specify that Fees for the Service are calculated, in whole or in part, based on Customer's usage of the Service during a Billing Period ("Usage-Based Fees"), rather than as a fixed recurring amount. Where an Order specifies Usage-Based Fees, and in every Self-Serve Order, the following terms apply, unless the applicable Order expressly provides otherwise:

- (a) Components. Usage-Based Fees may include a fixed base fee per Billing Period ("Base Fee"); a fee based on AI processing capacity consumed, measured in tokens ("Token Usage Fee"); and a fee based on the volume of Customer Data stored, measured in gigabytes ("Data Storage Fee"). The Base Fee may include an allowance of tokens, of storage volume, or of both, per Active Matter per Billing Period (each, an "Included Allowance"), in which case the Token Usage Fee or the Data Storage Fee, as applicable, accrues only on usage in excess of the applicable Included Allowance. Unused portions of an Included Allowance do not carry forward to any subsequent Billing Period, are not refundable, and are not convertible into Credits. Applicable rates and Included Allowances, including any graduated or tiered rate structure for any component of Usage-Based Fees, are set forth in the applicable Order. For these purposes, a "token" is a unit of text processed by the Service's AI models as measured by Deliberately.ai's standard tokenization methodology, and a "gigabyte" or "GB" is 1,024 megabytes of Customer Data stored in connection with a Matter.
- (b) Matters; Archiving. Where Usage-Based Fees apply on a per-matter basis, Customer Data may be organized into discrete matters, files, or engagements ("Matters"). Each Matter must correspond to a single client matter, file, or engagement. A Matter is an "Archived Matter" for a Billing Period if either (i) no AI Processing occurs on that Matter during the entirety of that Billing Period, or (ii) Customer has designated that Matter as archived and that designation has taken effect. A Matter that is not an Archived Matter for a Billing Period is an "Active Matter" for the whole of that Billing Period. Fees accrue in full, without proration, for any Billing Period in which a Matter is an Active Matter at any point, including a Matter created partway through that Billing Period. Customer may designate a Matter as archived at any time through the Service; the designation takes effect at the start of the following Billing Period, and if AI Processing occurs on that Matter before it takes effect, the designation is cancelled and Customer may make a new designation at any time. No designation is required in order for a Matter to be an Archived Matter. An Archived Matter on which AI Processing subsequently occurs is an Active Matter for the whole of the Billing Period in which

that processing occurs, and any designation in respect of that Matter ceases to have effect. Unless the applicable Order provides otherwise, an Archived Matter is not subject to the Base Fee or the Token Usage Fee. Archived Matters may be subject to a Secure Storage Fee and to the Data Storage Fee as specified in the applicable Order, in each case for so long as the associated Customer Data is retained. "AI Processing" means the submission of Customer Data or Customer prompts to the Service's artificial intelligence models, including ingestion, indexing, analysis, semantic or generative retrieval, and generation of work product, whether initiated by a User or by the Service. AI Processing does not include accessing, viewing, searching, exporting, or downloading Customer Data or work product previously generated on a Matter, keyword search or metadata filtering over previously indexed Customer Data, or the storage of Customer Data, and no such activity causes a Matter to cease to be an Archived Matter. Deliberately.ai suspends scheduled and event-driven AI Processing on a Matter from the time Customer designates it as archived, and following any Billing Period in which a Matter was an Archived Matter, in each case until AI Processing resumes at Customer's initiative; Customer Data that routes to such a Matter while processing is suspended is stored against that Matter, with its date and form of receipt recorded, and is held without ingestion or indexing until processing resumes. Customer may exclude any Matter from such suspension through the Service.

- (c) Billing Period; Invoicing. "Billing Period" means the period specified in the applicable Order (or, if none is specified, each calendar month). Usage-Based Fees are calculated based on usage during the applicable Billing Period and invoiced in arrears following the close of each such Billing Period, unless the Order provides otherwise. Where Usage-Based Fees apply on a per-matter basis, Deliberately.ai will make available to Customer, for each Billing Period, a statement itemizing the Fees accrued for each Matter.
- (d) Usage Records. Deliberately.ai's usage records, measured using its standard metering methodology, are the authoritative basis for calculating Usage-Based Fees, absent manifest error.
- (e) Fees After Termination. Unless the applicable Order provides otherwise, each Matter is deemed an Archived Matter for the duration of the 30-day period described in Section 5.4 (Effect of Termination), and the Secure Storage Fee specified in the applicable Order continues to accrue on a prorated basis during that period for so long as the associated Customer Data is retained. No other component of Usage-Based Fees accrues during that period.

4.5 Rate Adjustments to Usage-Based Fees. Notwithstanding Section 12.1 (Modification of this Agreement), Deliberately.ai may adjust the rates, and any Included Allowance, applicable to any component of Usage-Based Fees, including by publishing a revised Rate Card, from time to time upon at least 30 days' prior written notice to Customer, unless the applicable Order specifies a different notice period. Any such adjustment applies prospectively only, to usage occurring in Billing Periods beginning on or after the effective date specified in the notice, and does not affect Fees already accrued for any prior Billing Period. If an adjustment, or two or more adjustments taking effect on the same date considered together, would have increased the aggregate Usage-Based Fees payable by Customer for the three most recently completed Billing Periods, calculated by applying the adjusted rates and Included Allowances to Customer's actual usage during those Billing Periods, by more than 15% (or such other threshold as the applicable Order specifies), Customer may terminate the affected Order, or in the case of a Self-Serve Order this Agreement, by written notice to Deliberately.ai within 30 days of Deliberately.ai's notice of the adjustment, effective at the end of the Billing Period in which the adjustment would otherwise take effect, without further liability other than Fees accrued through that date.

4.6 Prepaid Credits. Usage-Based Fees are calculated in units of account ("Credits"). Unless Customer has been granted Credits in advance under this Section 4.6, accrued Credits are converted to, and invoiced in, US dollars at a rate of \$1.00 per Credit, in accordance with Section 4.1.

- (a) Eligibility. Credits are available only to Customers that are business entities purchasing the Service for commercial or professional purposes, and are not available to consumers or for personal, family, or household use.

- (b) Nature of Payment. In exchange for a Customer's advance payment under this Section 4.6, Deliberately.ai grants Customer a contractual right to apply a corresponding number of Credits toward future Usage-Based Fees at a discounted effective rate, as described in the applicable Order or, for a Self-Serve Order, in the Rate Card. That payment constitutes consideration for the contractual right and discount granted to Customer; it is not a deposit, a prepayment held in trust, or other property held by Deliberately.ai for Customer's account.
- (c) Application. Where Customer has been granted a Credit balance under this Section 4.6, accruing Usage-Based Fees are applied against that balance first, in the order accrued, before any additional Fees are invoiced under Section 4.1.
- (d) Rate Adjustments. If Deliberately.ai adjusts the Credit-denominated rate for any component of Usage-Based Fees pursuant to Section 4.5, such adjustment affects only the rate at which future usage is applied against Customer's Credit balance. It does not increase, decrease, or otherwise affect the number of Credits then reflected in that balance.
- (e) Expiration; Forfeiture. Unless the applicable Order or, for a Self-Serve Order, the Rate Card specifies otherwise, the contractual right to apply Credits under this Section 4.6 expires 12 months after the date of the corresponding payment. Except as prohibited by applicable law, upon such expiration, or upon expiration or termination of the applicable Order for any reason, any then-unapplied Credits are forfeited, and Customer is not entitled to any refund, credit, or other compensation on account of unapplied or expired Credits.
- (f) No Cash Value; Non-Transferability. Credits are not currency, have no cash value, are not redeemable for cash under any circumstance, and are not property of Customer. Credits, and any right to apply them, are personal to Customer, are non-transferable and non-assignable to any third party or to another Customer account (whether by operation of law or otherwise), and may be applied only against Fees owed by the Customer that made the corresponding payment.

4.7 Self-Serve Orders; Rate Card. Where Customer accepts this Agreement as described in clause (b) of the preamble, the following terms apply:

- (a) Formation. A Self-Serve Order is formed on the date Customer first indicates acceptance of this Agreement as described in clause (b) of the preamble, and that date is the Order Effective Date for that Order. A Self-Serve Order consists of this Agreement, the Rate Card in effect from time to time, and the Account registration information recorded for Customer.
- (b) Fees; Rate Card. Usage-Based Fees under a Self-Serve Order are calculated at the rates and Included Allowances published by Deliberately.ai in the rate card area of the Service (the "Rate Card"). For a Self-Serve Order, the Rate Card constitutes the applicable Order for the purposes of Sections 4.1, 4.3, 4.4 and 4.6, and the Service is provided on a Usage-Based Fee basis. The Rate Card in effect at the start of a Billing Period applies to that entire Billing Period. Deliberately.ai may revise the Rate Card only in accordance with Section 4.5, which requires prior written notice and gives Customer a right to terminate where the revision exceeds the threshold stated in that Section. Deliberately.ai maintains a record of each version of the Rate Card and of the period during which it was in effect, and will make the version applicable to any Billing Period available to Customer on request.
- (c) No fixed Subscription Term. A Self-Serve Order does not have a fixed Subscription Term. It continues on a month-to-month, evergreen basis from the Order Effective Date until terminated by either party for convenience on 30 days' prior written notice, with no minimum commitment period, and Section 5.1 applies accordingly. Customer may terminate through the Service or by written notice to Deliberately.ai.
- (d) Identification of Customer. Where Deliberately.ai creates an Account at the request of a prospective Customer, Deliberately.ai will record the full legal name of the entity that is to be the Customer in the Account at creation, and acceptance of this Agreement confirms that identification. Where an Account is created through self-service registration, the registering User must provide the full legal name of the entity that will be the Customer. In either

case Customer must keep that information accurate under Section 2.2, and Deliberately.ai may rely on it in invoicing and enforcing this Agreement.

- (e) Eligibility. Customer represents and warrants that it is acquiring the Service for commercial or professional purposes and not as a consumer or for personal, family, or household use.
- (f) Billing method. Deliberately.ai will invoice Customer for Fees in accordance with Section 4.1. Customer may, but is not required to, provide a payment method for charging under Section 4.2. Deliberately.ai may require Customer to provide a valid payment method as a condition of creating additional Matters or of continued access to the Service, on notice to Customer, including where Customer's accrued and unbilled Fees exceed a threshold set by Deliberately.ai from time to time.
- (g) Precedence. Where Customer has executed an ordering document with Deliberately.ai, that document governs the Fees and term it describes, Sections 4.7 and 4.8 do not apply to that Order, and the Rate Card neither applies to nor alters that document.
- (h) Record of acceptance. Deliberately.ai's records of acceptance, including the accepting User, the date and time of acceptance, and the version of this Agreement and of the Rate Card then in effect, are the authoritative record of the Self-Serve Order absent manifest error.
- (i) Authority. By accepting this Agreement, the individual doing so represents and warrants that they are authorized to enter into this Agreement on behalf of Customer and to bind Customer to it, and that the legal entity identified in the Account under Section 4.7(d) is the Customer. Customer's Account is created at the request of an individual acting on Customer's behalf (the "Requesting Individual"), whom Deliberately.ai records at Account creation; where an Account is created through self-service registration, the registering User is the Requesting Individual. Acceptance of this Agreement by the Requesting Individual, or by any User granted access to the Account by or at the request of the Requesting Individual, binds Customer. Deliberately.ai may rely on each representation made under this Section 4.7(i) and on the Account registration information in forming and enforcing this Agreement. Customer's continued use of the Service following acceptance ratifies this Agreement.

4.8 Introductory Matter. Subject to Section 4.7(g), the following terms apply to the first Matter created under Customer's Account:

- (a) No Fees during the Introductory Period. The first Matter created under Customer's Account (the "Introductory Matter") is not subject to any Fees for the Introductory Period. No Base Fee, Token Usage Fee, Data Storage Fee, or Secure Storage Fee accrues on the Introductory Matter during the Introductory Period, regardless of the volume of AI Processing performed or Customer Data stored on it.
- (b) Introductory Period. The "Introductory Period" means the Billing Period in which the Introductory Matter is created and, where that Matter is created other than on the first day of a Billing Period, the immediately following Billing Period.
- (c) After the Introductory Period. From the first Billing Period following the Introductory Period, the Introductory Matter ceases to be the Introductory Matter and is billed under the Rate Card on the same basis as every other Matter, including the Base Fee, the Included Allowances, and the Secure Storage Fee where it is an Archived Matter.
- (d) Other Matters. Every Matter other than the Introductory Matter is billed under the Rate Card from the Billing Period in which it is created, including any Matter created during the Introductory Period.
- (e) One per Customer. Customer is entitled to one Introductory Matter regardless of the number of Accounts it holds. If the Introductory Matter is deleted, the entitlement is exhausted and does not transfer to another Matter.
- (f) Scope of a Matter. Each Matter must correspond to a single client matter, file, or engagement. Nothing in this Section 4.8 limits Deliberately.ai's rights under Section 2.5 (Suspension).

5. TERM AND TERMINATION

5.1 Subscription Term Renewal. The initial subscription period for a given Order commences upon the effective date specified in the Order and will continue for the duration specified in the Order (the "Initial Subscription Term"). Immediately following the last day of the Initial Subscription Term, such Order will automatically renew for successive terms equal in length to the Initial Subscription Term or such other length as may be specified in the Order (each a "Renewal Subscription Term" and together with the Initial Subscription Term, the "Subscription Term") unless and until either party provides 30 days written notice prior to the start of the next Renewal Subscription Term, and such cancellation of the Service will become effective at the end of the then-current Initial Subscription Term or Renewal Subscription Term. Customer may cancel the Service by using the process that is available on the Service or by emailing Deliberately.ai at support@deliberately.ai. Notwithstanding the foregoing, an Order may instead specify that it does not have a fixed Subscription Term, in which case that Order continues on a month-to-month, evergreen basis from its effective date until terminated by either party for convenience upon the notice period specified in that Order (or, if none is specified, 30 days' prior written notice), with no minimum commitment period. Where an Order does not have a fixed Subscription Term, references elsewhere in this Agreement to the "Subscription Term," renewal, or termination occurring at the end of a Subscription Term do not apply to that Order, and that Order's own termination-for-convenience provision controls instead.

5.2 Term. This Agreement starts on the Order Effective Date of the initial Order (as defined in that Order or, for a Self-Serve Order, in Section 4.7(a)) and continues until no Order has been in effect for 60 days.

5.3 Termination. Either party may terminate this Agreement (including any or all Orders) 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 violates any provision of this Agreement, then Customer's authorization to access the Service and this Agreement automatically terminate.

5.4 Effect of Termination. Upon expiration or termination of an Order, Customer's access to and Deliberately.ai's obligations to provide the Service under such Order will cease. During a Subscription Term and for the 30-day period immediately following the date of expiration or earlier termination of the applicable Subscription Term, Customer may export data or information that Customer (including its Users) submits to the Service, including from

5.5 Survival. These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 4.1 (Fees), 4.2 (Authorization), 4.7(d), 4.7(e), 4.7(h) and 4.7(i), 5.4 (Effect of Termination), 5.5 (Survival), 6.2 (Disclaimer), 7 (Ownership), 8 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), and 13 (Miscellaneous).

6. LIMITED WARRANTY; DISCLAIMERS

6.1 Limited Warranty. Deliberately.ai warrants to Customer that the Service will perform materially as described in this Agreement, and Deliberately.ai will not materially decrease the overall functionality of the Service during a Subscription Term ("Limited Warranty").

6.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, THE SERVICE IS PROVIDED "AS IS". DELIBERATELY.AI, 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. DELIBERATELY.AI DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DELIBERATELY.AI

WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. DELIBERATELY.AI IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE DELIBERATELY.AI'S CONTROL. DELIBERATELY.AI IS NOT A LAW FIRM. DELIBERATELY.AI AND THE SERVICE, INCLUDING ANY OUTPUT, DO NOT PROVIDE ANY LEGAL ADVICE. CUSTOMER IS RESPONSIBLE FOR INDEPENDENTLY VERIFYING ANY INFORMATION MADE AVAILABLE THROUGH THE SERVICE, INCLUDING ANY OUTPUTS, WITH PROPERLY LICENSED SPECIALISTS, AS APPROPRIATE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE PERFORMED TO THE SHORTEST LEGALLY PERMITTED PERIOD. CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, AND DELIBERATELY.AI WILL NOT BE LIABLE FOR ANY OUTPUT, OR ANY STATEMENTS, REPRESENTATIONS, DEFAMATION, OMISSIONS, FALSEHOODS, OBSCENITY, PROFANITY, OR OTHER TYPES OF CONTENT THAT MAY RESULT FROM CUSTOMER'S OR ANY OTHER USERS' USE OF THE SERVICE.

6.3 Warranty Remedy. If Deliberately.ai breaches a Limited Warranty during the Subscription Term and Customer makes a reasonably detailed warranty claim in the manner required by Deliberately.ai within 30 days of discovering a breach of the Limited Warranty for the Service, then Deliberately.ai will use reasonable efforts to correct the non-conformity. If Deliberately.ai cannot do so within 30 days of receipt of Customer's warranty claim, either party may terminate the affected Order as it relates to the Service. Deliberately.ai will then refund to Customer any pre-paid, unused Fees for the terminated portion of the applicable Subscription Term. This Section 6.3 sets forth Customer's exclusive remedy and Deliberately.ai's entire liability for breach of the Limited Warranty. This 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, systems, services or products; (c) use of the applicable Service other than according to the documentation; or (d) Trials and Betas or other free or evaluation use.

7. CUSTOMER CONTENT; OWNERSHIP

7.1 Customer Content. Certain features of the Service may permit Customer to submit, upload, or otherwise transmit certain Customer Data to the Service in order to receive certain content generated by artificial intelligence as an output ("Output" and together with Customer Data, "Customer Content"). As between the parties, Customer retains any intellectual property rights and other proprietary rights that Customer holds in its Customer Content, subject to the licenses granted in this Agreement. Subject to this Agreement, (a) Deliberately.ai hereby assigns

7.2 Customer Content Disclaimer. Deliberately.ai does not review or monitor any Customer Content. For the avoidance of doubt, Deliberately.ai will not be deemed to make any statements or claims or provide any advice or analysis based on such Customer Content. Customer is solely responsible for all uses of the Customer Content and evaluating the Customer Content for accuracy and appropriateness for Customer's use case, including by utilizing human review as appropriate. Customer acknowledges that due to the nature of the Service and artificial intelligence generally, Output may not be unique and other users may receive similar content from the Service. Responses that are requested by and generated for other users are not considered Customer's Output, no matter how similar. Any assignment of Output to Customer does not extend to other users' output or any content delivered as part of a third-party offering or any third-party contained therein. Customer agrees to waive, and does waive, any legal or equitable right or remedy Customer has or may have against Deliberately.ai with respect to Output, including any assertion that output generated by the Service for another user is owned by Customer. Deliberately.ai may, however, at any time and without prior notice, screen, remove, edit, or block any Customer Content that in our sole judgment violates this Agreement, is alleged to violate the rights of third parties, or is otherwise objectionable. Deliberately.ai is not a law firm, and the Service does not provide any legal advice. Use of the Service, including any Output generated from the Service, is not (nor should be considered as), any legal advice to Customer.

7.3 Reservation of Rights. 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 Customer Data. Except for Customer's use rights in this Agreement, Deliberately.ai and its licensors retain all intellectual property rights and other rights in the Service, any related documentation, Usage Data, and Deliberately.ai's technology, templates, formats, and dashboards, including any modifications or improvements to these items made by us (collectively, "Deliberately Materials"). If Customer provides Deliberately.ai with feedback or suggestions regarding the Service or its other offerings, Deliberately.ai may use the feedback or suggestions without restriction or obligation.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means information disclosed to the receiving party ("Recipient") under this Agreement that is marked by the disclosing party ("Discloser") as proprietary or confidential or, if disclosed orally, is designated as proprietary or confidential at the time of disclosure. Deliberately.ai's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service.

8.2 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 3.1 (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 Deliberately.ai is the Recipient, Deliberately.ai may retain the Customer's Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 8 and they are bound to confidentiality obligations no less protective than this Section 8.

8.3 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; (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 Confidential Information.

8.4 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 8.

8.5 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 applicable law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

9. INDEMNIFICATION

9.1 Indemnification by Deliberately.ai. Deliberately.ai will defend Customer from and against any third-party claim to the extent alleging that the Service as operated by Deliberately.ai, when used by Customer as permitted under the applicable Order infringes or misappropriates a third-party's patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by Deliberately.ai resulting from the claim.

9.2 Indemnification by Customer. Customer will defend Deliberately.ai from and against any third-party claim to the extent resulting from Customer Data, or Customer's breach or alleged breach of Section 3 (Customer Obligations), and

will indemnify and hold harmless Deliberately.ai against any damages and costs awarded against Deliberately.ai (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

9.3 Procedures. The indemnifying party's obligations in this Section 9 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 Service, when Deliberately.ai is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

9.4 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 Deliberately.ai determines necessary to avoid material liability, Deliberately.ai may at its option: (a) procure rights for Customer's continued use of the Service; (b) replace or modify the allegedly infringing portion of the Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

9.5 Exceptions. Deliberately.ai's obligations in this Section 9 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of the Service or use of the Service in combination with items not provided by Deliberately.ai; (b) Customer Content; (c) to infringement resulting from the Service other than the most recent release; (d) to unauthorized use of the Service; or (e) if Customer settles or makes any admissions about a claim without Deliberately.ai's prior consent.

9.6 Exclusive Remedy. This Section 9 sets out Customer's exclusive remedy and Deliberately.ai's entire liability regarding infringement or misappropriation of third-party intellectual property rights.

10. LIMITATION OF LIABILITY

10.1 Consequential Damages Waiver. EXCEPT FOR (A) CUSTOMER'S BREACH OF SECTION 2.1 (PERMITTED USE); (B) CUSTOMER'S BREACH OF SECTION 2.3 (RESTRICTIONS); (C) EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY); OR (D) EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9 (INDEMNIFICATION) (COLLECTIVELY, THE "EXCLUDED CLAIMS"), NEITHER PARTY (OR ITS RESPECTIVE 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.

10.2 Liability Cap. EXCEPT FOR THE EXCLUDED CLAIMS, EACH PARTY'S ENTIRE LIABILITY (AND THE LIABILITY OF ITS RESPECTIVE SUPPLIERS OR LICENSORS) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO DELIBERATELY.AI PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS

11. TRIALS AND BETAS

If Customer or its Users receive access to or use of Services or features thereof on a free or trial basis or as an alpha, beta, or early access offering ("Trials and Betas"), such access to or use is permitted only for Customer's internal evaluation and testing purposes during the period designated by Deliberately.ai (not to exceed thirty 30 days unless otherwise agreed upon by the parties in writing). These Trials and Betas will be considered part of the Service and,

subject to the remainder of this Section 11, all provisions of this Agreement relating to the Service will apply to these Trials and Betas. 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 Deliberately.ai may never release, and their features and performance information are deemed to be Deliberately.ai's Confidential Information.

Deliberately.ai may suspend Customer's and its Users' access to the Trials and Betas at any time. Customer's and its Users' use of Trials and Betas is at their own risk. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DELIBERATELY.AI PROVIDES NO WARRANTY, INDEMNITY, OR SUPPORT FOR TRIALS AND BETAS, AND DELIBERATELY.AI'S LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED US\$50.00.

12. MODIFICATIONS

12.1 Modification of this Agreement. Deliberately.ai may modify this Agreement from time to time with notice to Customer. Modifications take effect at Customer's next Subscription Term or, for an Order that does not have a fixed Subscription Term, at the start of the next Billing Period under that Order, unless Deliberately.ai indicates an earlier effective date. If Deliberately.ai requires modifications with an earlier effective date and Customer objects, Customer's exclusive remedy is to terminate this Agreement with notice to Deliberately.ai, in which case Deliberately.ai will provide Customer a refund of any pre-paid Fees for the terminated portion of the current Subscription Term and, notwithstanding Section 4.6(e), a refund of any then-unapplied Credit balance in an amount equal to the consideration actually paid by Customer for those Credits. To exercise this termination right, Customer must notify Deliberately.ai of its objections within 60 days after Deliberately.ai's notice of the modified Agreement. Once the modified Agreement takes effect Customer's continued use of the Service constitutes its acceptance of the modifications. Deliberately.ai may require Customer to click to accept the modified Agreement.

12.2 Modifications to the Service. Deliberately.ai may modify or discontinue all or any part of the Service at any time (including by limiting or discontinuing certain features or functionality of the Service), temporarily or permanently, without notifying Customer (except that Deliberately.ai will use commercially reasonable efforts provide Customer with 60 days' prior notice in the event of any deprecation of any material feature or functionality of the Service). Deliberately.ai will have no liability for any change or modification to the Service or any suspension or termination of access to or use of the Service as a result thereof. Notwithstanding the foregoing, any such change or modification will only take effect upon Customer's next Subscription Term.

13. MISCELLANEOUS

13.1 General Provisions. This Agreement, including any agreements expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between Customer and Deliberately.ai regarding Customer's use of the Service. Customer may not assign or transfer this Agreement or Customer's rights under this Agreement, in whole or in part, by operation of law or otherwise, without Deliberately.ai's prior written consent. Deliberately.ai may assign this Agreement and all rights granted under this Agreement, including with respect to any Customer Data, at any time without notice or consent. The failure to require performance of any provision will not affect Deliberately.ai's right to require performance at any other time after that, nor will a waiver by Deliberately.ai of any breach or default of this Agreement, or any provision of this Agreement, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in this Agreement is for convenience only and will not have any impact on the interpretation of any provision. 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, pandemic, epidemic, health emergency, blockade, war, act of

13.2 Governing Law. 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 County, California and both parties submit to the personal jurisdiction of those courts.

13.3 Additional Terms. Customer's use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that Deliberately.ai may post on or link to from the Service ("Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.

13.4 Consent to Electronic Communications. By using the Service, Customer consents to receiving certain electronic communications from Deliberately.ai. Customer agrees that any notices, agreements, disclosures, or other communications that Deliberately.ai sends to Customer electronically will satisfy any legal communication requirements, including that those communications be in writing.

13.5 Contact Information. The Service is offered by Deliberately Incorporated, located at 3004 16th Street, San Francisco, California 94103. Customer may contact Deliberately.ai by sending correspondence to that address or by emailing Deliberately.ai at support@deliberately.ai.

13.6 Notice to California Residents. If Customer is a California resident, then under California Civil Code Section 1789.3, Customer may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-9525210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

Exhibit A — Customer Support Policy

Deliberately.ai will remotely provide assistance to Customer with the resolution of problems ("Support") with the Services described in Orders in accordance with the following terms ("Support Policy"). If Customer is receiving Support through a separate enterprise agreement, such separate agreement will govern in lieu of this Support Policy.

A. Support Hours. Support is provided during Deliberately.ai's normal business hours 9:00 am – 5:00 pm Pacific Time, not including Saturdays and Sundays and holidays ("Support Hours" and "Support Days" respectively). Deliberately.ai's holidays include any day where the U.S. banks are officially closed for holiday.

B. Incident Submission and Customer Cooperation. Customer shall identify, investigate and attempt to resolve all problems with the Service (each an "Incident") prior to contacting Deliberately.ai, and should only escalate Customer problems to Deliberately.ai after exhausting all reasonable means available to Customer to resolve the Incident, including training. Incidents received outside of Support Hours will be handled on the next Support Day in accordance with this Support Policy. In the event Customer is not able to resolve the Incident, it should be escalated to Deliberately.ai Support using the following process. Customer may report Incidents by contacting Deliberately.ai at the applicable email or phone number specified in the table below or by use of the support widget made available on the Services. Customer shall report all Priority Level 1 Incidents by phone and email to the phone number and email address set forth in the table below. All other Incidents shall be reported via the available in-product support tools and/or email. Customer agrees to provide Deliberately.ai with reasonable access to all necessary personnel to answer questions about any Incidents reported by Customer regarding the Service. Deliberately.ai does not guarantee performance of the Services if such access is not provided by Customer. When reporting an Incident, Customer shall provide information as reasonably required for Deliberately.ai which includes the following information to Deliberately.ai regarding the Incident:

- Date Observed
- Start time of Incident
- Feature
- Client OS
- Client Browser type and version
- Aspects of the Service that are unavailable or not functioning correctly
- Error Code or wording of any message displayed by the Service and frequency
- Relevant log files or data
- List of steps Customer has used to reproduce Incident
- Repeatable by Others: Yes/No
- Additional Info/Attachments

C. Incident Response. Deliberately.ai's Support personnel will assign a priority level ("Priority Level") to each Incident and seek to provide an initial response within the target response time for that Priority Level set out below. A "Workaround" means a temporary modification or change to the Service that circumvents or effectively mitigates the adverse effects of an Incident so that the Service performs in accordance with the Agreement.

- Priority Level 1 — target response 2 hours. The Service is unavailable such that Customer's business is critically affected and a Workaround is unavailable. Report by telephone to 888 868 5690 and by email to support@deliberately.ai.
- Priority Level 2 — target response 1 Business Day. An Incident where the Service is responding and functional but performance is degraded and potentially has severe impact on operation of the Service for multiple Users. Report through the in-product support tool or to support@deliberately.ai.
- Priority Level 3 — target response 5 Business Days. A non-critical issue with no significant impact on performance of the Service, although User experience may be affected. Report through the in-product support tool or to support@deliberately.ai.
- Priority Level 4 — target response 20 Business Days. No impact to the functionality of the Service or to Customer's business, including requests about the Service such as an enhancement, information, documentation, and how-to questions. Report through the in-product support tool or to support@deliberately.ai.

D. Support by Customer. Customer will provide all support to its Users and will manage and perform all communication with its customers. At no time will Deliberately.ai be expected to communicate directly with Customer's customers.

E. Exclusions. Deliberately.ai will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service, including, without limitation, in a manner not consistent with the Agreement or Deliberately.ai's instructions; (b) use in conjunction with systems, products or components not reasonably anticipated to be used with the Service or part thereof; (c) modifications to the Service that were neither made by or authorized by Deliberately.ai; or (d) any third-party platforms or systems.