

# CECROPAI, INC.

## TERMS AND CONDITIONS

**Effective Date:** 27 January 2026

These Terms and Conditions (these “**Terms and Conditions**”) are between **CecropAI, Inc.**, a Delaware corporation (“**CecropAI**”), and you (“**Customer**” or “**you**” or “**your**”). These Terms and Conditions are an integral part of the Order Form (together with all schedules and attachments thereto, the “**Order Form**”, and together with these Terms and Conditions, the “**Agreement**”) entered into between Customer and CecropAI. CecropAI and Customer may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

By signing the Order Form, by accessing or using the Services, or by clicking through on CecropAI’s website or Platform, you acknowledge that you have read, understood, have the authority to, and agree to be bound by the Agreement. If you are entering into the Agreement on behalf of your employer, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the Agreement, in which case the terms “you” or “your” shall also refer to such entity and its affiliates.

CecropAI may change or revise these Terms and Conditions from time to time in its discretion. If any change or revision is not acceptable to you, your only remedy is to stop using the Services and send a written cancellation notice to CecropAI at the contact address set forth in the applicable Order Form. Otherwise, you will be bound by the changed or revised terms. CecropAI may provide notice of changes by posting an updated version on its website or within the Platform. Your continued use of the Services ten (10) days after such posting constitutes acceptance of the revised terms.

### **1. Services.**

**1.1 Services.** CecropAI provides Customers with access to CecropAI’s proprietary software application (including all Updates and Improvements, the “**Platform**”). Through the Platform, Customers can access and receive the following services (collectively, the “**Services**”): (a) ingestion, organization, and analysis of project documents and data sources designated in the Order Form (including, as applicable, contracts, correspondence, spreadsheets, schedules, and other project artifacts); (b) generation of summaries, classifications, extractions, and recommendations intended to support project workflows and decision-making; (c) monitoring, tracking, and surfacing of issues, deadlines, and “concerns” within a project context; and (d) workflow automation features for internal project coordination, subject to the configuration and instructions set by Customer. The Parties may supplement or amend the Order Form from time to time upon execution of a signed writing or other mutually agreed written instrument. For purposes of these Terms and Conditions, “**Updates and Improvements**” means any updates, bug fixes, patches, or other error corrections, and any inventions, modifications, additions, enhancements, revisions, or translations to or arising from the Platform and/or Services, including all intellectual property rights therein or thereto.

**1.2 Decision-Support; No Professional Advice; No Representation.** Customer understands and acknowledges that (i) the Services are provided for informational, analytical, and workflow-support purposes only, and do not constitute engineering, architectural, legal, financial, accounting, regulatory, safety, environmental, or other professional advice; (ii) CecropAI does not provide professional services that require licensure and does not act as a professional advisor, contractor, engineer, architect, or attorney; and (iii) Customer is solely responsible for reviewing, validating, and approving any output, recommendation, extraction, summary, classification, or other result produced by the Platform or Services (collectively, “**Outputs**”) before any reliance or action is taken.

**1.3 AI and Automated Components.** Customer acknowledges that the Platform may utilize automated systems, algorithms, and/or artificial intelligence technologies, including third-party models and services. Outputs are probabilistic in nature and may contain errors, omissions, inaccuracies, or inconsistencies. CecropAI does not guarantee that any Output is correct, complete, current, or suitable for Customer’s intended use. Customer shall implement and maintain appropriate human review and controls and shall not use the Services as the sole basis for decisions that may impact safety, compliance, cost, schedule, legal rights, or material business outcomes.

**1.4 CecropAI Responsibilities.** CecropAI will perform the Services in a timely, skillful, professional, and workmanlike manner in accordance with generally accepted industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet its obligations under the Agreement. CecropAI will use and apply information security techniques, measures, tools, and protections as are necessary and consistent with good industry standards in the performance of the Services.

**1.5 Customer Cooperation.** Customer acknowledges that CecropAI’s ability to deliver the Services depends upon Customer’s ongoing cooperation and assistance. Customer will provide CecropAI, on a timely basis, all information, materials, access credentials, consents, and assistance reasonably necessary for CecropAI to perform the Services, including, without limitation, identifying designated data sources, providing clarifications for project context, and configuring access permissions. CecropAI will not be responsible for delays, errors, or losses resulting from Customer’s failure to fully comply with the foregoing.

## **2. Platform License and Terms.**

**2.1 Access to Platform.** Subject to and conditioned upon Customer’s strict compliance with all terms and conditions set forth in the Agreement, CecropAI hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license during the term of the Agreement to use the Platform solely for Customer’s internal business purposes.

**2.2 Customer Responsibilities for Use of the Platform.** Customer is responsible and liable for all uses of the Platform resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the foregoing, Customer is responsible for all acts and omissions of an Authorized User (as defined below), and any act or omission by an Authorized User that would constitute a breach of the Agreement if

taken by Customer will be deemed a breach of the Agreement by Customer. **“Authorized Users”** means Customer’s employees, contractors, and agents authorized by Customer to access and use the Platform.

**2.3 Use Restrictions.** Customer shall not, and shall require its Authorized Users not to, use the Platform beyond the scope of the license granted under Section 2.1. Without limiting the foregoing and except as otherwise expressly set forth in the Agreement, Customer shall not at any time, directly or indirectly: (a) copy, rent, sublicense, sell, resell, or otherwise provide third parties with access to the Platform; (b) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code, object code, underlying structure, ideas, algorithms, or model prompts of the Platform or Services; (c) seek or gain unauthorized access to the Platform; (d) send, store, or use on the Platform any unlawful, infringing, obscene, threatening, or otherwise improper material, or any material containing viruses, worms, Trojan horses, or other malicious or harmful code; (e) use the Platform for competitive analysis, the development of a competing product or service, model training competitive to CecropAI, or any other purpose that is to CecropAI’s commercial disadvantage; or (f) use the Platform in any manner that violates applicable laws or regulations.

**2.4 No Reliance.** Notwithstanding anything to the contrary in the Agreement, CecropAI assumes no liability for the quality, accuracy, completeness, or validity of any Outputs or data/information gathered in or by the Platform. No oral or written information provided by CecropAI or any third-party provider will create a warranty, and Customer will not rely on any Output as a substitute for professional judgment.

**2.5 Collection and Use of Information.**

(a) Customer acknowledges that CecropAI may, directly or indirectly through the services of third parties, collect and store information regarding use of the Platform and about equipment and integrations on which the Platform is used, including logs, telemetry, diagnostic information, and usage statistics, through the provision of maintenance, support, and security measures included in the Platform.

(b) Customer agrees that CecropAI may use such information for purposes related to providing, securing, maintaining, and improving the Platform and Services; developing Updates and Improvements; verifying Customer’s compliance with the Agreement; and enforcing CecropAI’s intellectual property rights. CecropAI may also use Anonymized Data (defined below) for product analytics, aggregated statistical analysis, technical support, research and development, and business purposes.

(c) **“Anonymized Data”** means data derived from Customer’s use of the Platform that has been anonymized and/or aggregated such that it does not identify Customer or any individual. For clarity, unless expressly agreed in an Order Form, CecropAI will not use Customer’s Confidential Information or Customer Data to train a foundation model or general-purpose model made available to third parties.

### 3. Fees and Payment Terms.

**3.1 Fees.** Customer will pay CecropAI all fees listed in the Order Form (the “**Fees**”). All Fees are based on the Services purchased and not actual usage and are non-refundable except as expressly set forth in the Order Form.

**3.2 Payment Method.** The payment method and frequency shall be specified in the Order Form. Unless specified otherwise, Customer will pay all Fees on the same day each month, commencing on the Effective Date; provided, that if such day does not occur in a month, payment shall be due on the last day of such month. If payment is by credit card, Customer authorizes CecropAI to charge Customer’s card in accordance with the Order Form. If payment is by bank transfer, CecropAI will issue an invoice prior to the due date.

**3.3 Late Payments; Suspension of Services.** Except for fees successfully disputed in good faith, all late payments shall bear interest at the lesser of (a) one percent (1%) per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer will be responsible for reasonable expenses (including attorneys’ fees) incurred by CecropAI in collecting past due amounts. CecropAI may suspend access to the Services and Platform if Customer fails to timely pay any undisputed amounts due and such failure continues for fifteen (15) days following the due date. Suspension shall not release Customer of payment obligations.

**3.4 Taxes.** Customer shall be responsible for all sales, use, value-added, withholding, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental entity on any amounts payable by Customer, excluding taxes assessed upon CecropAI’s net income or payroll.

**3.5 Renewal of Fees.** The Fees established in the Order Form may be revised upon renewal of any subsequent subscription term.

### 4. Intellectual Property Rights.

**4.1 CecropAI Property.** Customer acknowledges and agrees that the Platform is provided under license and not sold to Customer. Customer does not acquire any ownership interest in the Platform under the Agreement, or any other rights thereto, other than to use the Platform in accordance with the license granted and subject to all terms, conditions, and restrictions under the Agreement. As between CecropAI and Customer, CecropAI owns and retains all right, title, and interest in and to the Platform, Services, Anonymized Data, Outputs (excluding Customer Data embedded therein), and all intellectual property rights arising out of or relating to the foregoing, except as expressly granted to Customer in the Agreement.

**4.2 Customer Property.** As between Customer and CecropAI, Customer owns and retains all right, title, and interest in and to Customer Data and any other materials provided by Customer for the provision of the Services (“**Customer Property**”). Except as expressly set out in the Agreement, no right, title, or license under any Customer Property is granted to CecropAI.

**4.3 License to Use Customer Property.** Customer hereby grants CecropAI a limited, non-exclusive, non-transferable (except in connection with a permitted assignment), and royalty-free license to access and use Customer Property during the term of the Agreement solely to provide the Services and Platform.

## **5. Confidentiality.**

The Parties recognize that in connection with performance of the Agreement, the Parties may furnish and disclose to each other confidential and proprietary information, including the terms of the Agreement (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is or will be in the public domain (other than through the receiving Party's breach); (b) is required to be disclosed pursuant to law or governmental request; (c) was known by the receiving Party prior to disclosure or was independently developed; or (d) is Anonymized Data. Each Party shall maintain confidentiality of Confidential Information and shall not disclose it to any third party except to its representatives who have a need to know for purposes of performing the Agreement, or as required by valid court order or regulatory authority, provided that the receiving Party uses reasonable efforts to preserve confidentiality and (unless prohibited) promptly notifies the disclosing Party. This Section 5 survives termination.

## **6. Term and Termination.**

**6.1 Term.** The term of the Agreement begins on the Effective Date and continues for the subscription term stated in the Order Form (the "**Initial Term**"), and thereafter renews as set forth in Section 6.4, unless earlier terminated in accordance with this Agreement.

**6.2 Termination.** The Agreement may be terminated: (a) by written consent of both Parties; (b) by either Party for a material breach by the other Party that is not cured within thirty (30) days after written notice; (c) immediately if the other Party files or has filed against it a petition for bankruptcy or similar insolvency law; or (d) immediately if the other Party is liquidated or dissolved.

**6.3 Effect of Termination.** Upon expiration or termination: (a) the license granted in Section 2.1 terminates and Customer shall cease using the Platform; (b) upon request, each Party will return or destroy the other Party's Confidential Information, except to the extent retention is required by law or for ordinary-course backups; and (c) provisions that by their nature are intended to survive will survive, including Sections 3 (Fees and Payment Terms), 4 (Intellectual Property Rights), 5 (Confidentiality), 7 (Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), and 10 (General).

**6.4 Automatic Renewal.** The Agreement will be automatically renewed for successive twelve (12) month periods unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term.

## **7. Warranties; Disclaimers.**

**7.1 Mutual Representations and Warranties.** Each Party represents and warrants that it has full

right, power, and authority to enter into and perform under the Agreement.

**7.2 CecropAI Covenants.** CecropAI represents that, as provided by CecropAI, the Platform does not, to CecropAI's knowledge, contain viruses, worms, or other malicious code designed to permit unauthorized access or to disable or harm systems.

**7.3 Customer Covenants.** Customer represents, warrants, and covenants that: (a) it will use due care to review, validate, and verify information and Outputs; (b) Customer Data and Customer Property comply with applicable laws; (c) it has all necessary rights and consents to provide Customer Property to CecropAI; and (d) it will not use the Services for unlawful, unsafe, or improper purposes.

**7.4 Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 7.1 AND 7.2, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY OF ANY KIND. CECROP AI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CECROP AI DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OPERATE WITHOUT INTERRUPTION, OR THAT ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## **8. Indemnification.**

**8.1 Indemnification by CecropAI.** CecropAI will defend and indemnify Customer (and its directors, officers, and employees) from and against third-party claims alleging that the Platform, as provided by CecropAI and used in accordance with the Agreement, infringes a valid U.S. patent, copyright, trademark, or trade secret right. CecropAI will have no liability for claims arising from: (a) Customer Property or Customer Data; (b) combination with items not supplied by CecropAI; (c) modifications not made by CecropAI; (d) Customer's misuse; or (e) Customer's violation of law.

**8.2 Indemnification by Customer.** Customer will defend, indemnify, and hold harmless CecropAI (and its directors, officers, employees, contractors, and representatives) from and against third-party claims arising out of or relating to: (a) Customer's use of or reliance on the Services or Outputs; (b) decisions, actions, or omissions taken based on Outputs; (c) Customer Property or Customer Data; (d) Customer's breach of the Agreement; or (e) Customer's violation of law or third-party rights. For clarity, CecropAI is not liable for construction, engineering, safety, regulatory, scheduling, cost, or procurement outcomes.

**8.3 Indemnification Conditions.** The indemnified Party's obligations are contingent upon prompt written notice of any claim, sole control by the indemnifying Party of the defense and settlement, and reasonable cooperation by the indemnified Party. The indemnifying Party shall not settle a claim in a manner that imposes obligations on the indemnified Party without the indemnified Party's prior written consent.

## **9. Limitation of Liability and Damages.**

**9.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CECROPAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE ORDER FORM DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**9.2 Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS AND CUSTOMER'S BREACH OF SECTION 5 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. General.**

**10.1 Nature of Relationship.** CecropAI acts as an independent contractor. Nothing in the Agreement creates an agency, partnership, joint venture, or employment relationship between the Parties.

**10.2 No Acts in Violation of Law; Conflicts.** No Party shall be required to take any action that it reasonably believes conflicts with applicable law or violates any court order.

**10.3 Severability; Construction.** If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in effect.

**10.4 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior proposals, marketing materials, and communications.

**10.5 Waiver.** No failure or delay to exercise any right constitutes a waiver of that right.

**10.6 Governing Law.** The Agreement is governed by the laws of the State of Delaware, without giving effect to conflict of laws principles.

**10.7 Venue; Waiver of Jury Trial.** Each Party irrevocably agrees that any action arising out of or relating to the Agreement will be brought exclusively in the state or federal courts located in Delaware, and each Party irrevocably waives any right to trial by jury in any such proceeding.

**10.8 Assignment.** Neither Party may assign the Agreement without the other Party's written consent, except that CecropAI may assign the Agreement in connection with the sale or transfer of

substantially all of its business or assets, or to an affiliate.

**10.9 Headings.** Headings are for reference only and do not affect interpretation.

**10.10 Notices.** All notices under the Agreement shall be in writing and shall be delivered to the addresses set forth in the Order Form (or such other address as a Party may designate by notice). Notices may be delivered by recognized courier service, certified mail, or email if the Order Form specifies email for notice.

**10.11 Force Majeure.** Except for payment obligations, neither Party is liable for delays or failures caused by events beyond its reasonable control, including acts of God, labor disputes, utility failures, civil disturbances, governmental actions, or unavailability of third-party services. If such event continues for more than thirty (30) days, either Party may terminate upon written notice.