

# Terms of Service

Sela AI, Inc ("trysela.com", "us", "we", or "our") operates the website <https://trysela.com> (the "Service"). Welcome, and thank you for your interest in trysela.com. These Website Terms of Service ("Terms") govern your use of our Service (defined in Section 1.1). These Terms are a legally binding contract between you and trysela.com regarding your use of the Service.

BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND TRYSELA.COM'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY TRYSELA.COM AND YOU TO BE BOUND BY THESE TERMS.

Arbitration NOTICE. Except for certain kinds of disputes described in Section 14, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND trysela.com ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury (See Section 14.).

## 1. Overview.

- i. 1.1. As used throughout these Terms, "Service" means all portions of the website located at <https://trysela.com> (including all related subdomains), whether public-facing or accessible behind a log-in, and all features, functionality, content, and materials available on or through such website (including the AI Platform (defined in Section 1.2) and all results or output derived from the operation or use of that platform (including AI models) except as set forth in Section 4.4)).
- ii. 1.2. The Service provides you with general information about our products and services and includes a platform that is accessible through unique access credentials designed to enable users to build and deploy AI models with relative speed and ease (such platform, the "AI Platform").
- iii. 1.3. Your use of the Service is subject to all additional terms applicable to specific portions or features of the Service that we may post on the Service, link to on the Service, or otherwise make available to you (collectively, the

"Additional Terms"), provided that the "Additional Terms" exclude the trysele.com Privacy Policy referenced in Section 15.3. Unless the Additional Terms expressly state otherwise: (a) all Additional Terms are incorporated by this reference into these Terms as if the Additional Terms were set forth in this document; and (b) if there is any conflict or inconsistency between these Terms and any Additional Terms, then these Terms will control to the extent of such conflict or inconsistency.

2. Eligibility. You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age and who will supervise your use of the Service; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have the authority to bind you to these Terms and you agree to be bound by these Terms.
3. Accounts and Registration. To access certain features of the Service, including the AI Platform, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your account and any access credentials that you need to access the account, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at [contact@trysele.com](mailto:contact@trysele.com).
4. Licenses.
  - i. 4.1. Limited License. Subject to your complete and ongoing compliance with these Terms, trysele.com grants you, solely for your personal use, a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and worldwide license to access and use the Service solely through the permitted functionalities on the Service and for your non-commercial, informational purposes only.
  - ii. 4.2. License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; (c) commercially exploit the Service in any manner; or (d) interfere with or circumvent any feature of the Service, including any security or access

control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

- iii. 4.3. Feedback. If you choose to provide input or suggestions regarding problems with or proposed modifications or improvements to any aspect of the Service ("Feedback"), then you hereby grant trysele.com an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, without any limitations, credit, or fees due to you whatsoever.
  - iv. 4.4. AI Platform. Notwithstanding anything in these Terms to the contrary and for the avoidance of doubt, this Section 4 does not apply to the AI Platform and any results or output derived or generated from use or operation of that platform (including any AI models). Any rights that we may grant you to the same will be set forth in the applicable Additional Terms.
5. Ownership; Proprietary Rights. The Service is owned and operated by trysele.com. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials") are protected by intellectual property and other laws. As between you and trysele.com, the Materials are the sole property of trysele.com. Except as expressly authorized by trysele.com, you may not make use of the Materials. trysele.com reserves all rights to the Materials not granted expressly in these Terms.
  6. Third Party Terms. The Service may contain links to other websites or online properties that are not owned or controlled by trysele.com (collectively, "External Sites"). The content of External Sites is not developed or provided by trysele.com. trysele.com is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of materials on External Sites. You should contact the site administrator or Webmaster for External Sites if you have any concerns regarding content located on those External Sites. If you decide to access any External Sites, you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of External Sites.
  7. Prohibited Conduct. WITHOUT LIMITING ANY OTHER TERMS OF THESE TERMS, WHEN USING THE SERVICE, YOU AGREE NOT TO:
    - i. a. Violate any local, state, national, or international law, or any third-party rights;
    - ii. b. Interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content or materials; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

- iii. c. Interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; or (ii) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
  - iv. d. Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission; or
  - v. e. Attempt to do any of the acts described in this Section 7 or assist or permit any party in engaging in any of the acts described in this Section 7.  
You agree to confirm that you have obtained explicit written permission from all contacts you import for outreach via artificial and pre-recorded voice calls. You also agree to comply with all relevant regulations and guidelines under the TCPA, TSR, and other applicable laws in your communications with these contacts.
8. Notice and Procedure for Making Claims of Intellectual Property Infringement. try sela.com respects the intellectual property of others and takes the protection of intellectual property very seriously. If you believe that any materials made available on the Service have been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send an email to [contact@trysela.com](mailto:contact@trysela.com). Any notice alleging that materials on the Service infringe intellectual property rights must include the following information:
- i. 8.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the right being infringed;
  - ii. 8.2. A description of the intellectual property that you claim has been infringed;
  - iii. 8.3. A description of the material that you claim is infringing and where it is located on the Service;
  - iv. 8.4. Your address, telephone number, and email address;
  - v. 8.5. A statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the owner of the right being infringed, its agent, or the law; and
  - vi. 8.6. A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.
9. Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms.

Immaterial modifications are effective upon publication. Except as permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

10. Term, Termination, and Modification of the Service.

- i. 10.1. Term. These Terms are effective beginning when you accept the Terms or first access or use the Service, whichever occurs first, and end when terminated as described in Section 10.2.
  - ii. 10.2. Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminates. In addition, try sela.com may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by contacting customer service at [contact@trysela.com](mailto:contact@trysela.com) or following any other procedures pursuant to the functionalities and/or information available on the Service.
  - iii. 10.3. Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; and (c) all terms and provisions in these Terms (including the provisions and terms above that appear before Section 1) except for Section 4.1 will survive.
  - iv. 10.4. Modification of the Service. try sela.com reserves the right to modify or discontinue the Service at any time, temporarily or permanently, without notice to you. try sela.com will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.
11. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify try sela.com and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents from and against every claim brought or threatened by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by

you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

12. Disclaimers; No Warranties. WITHOUT LIMITING ANY OTHER TERMS IN THIS DOCUMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW:

THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TRYSELA.COM AND ITS CURRENT AND FUTURE AFFILIATES (COLLECTIVELY, THE "TRYSELA.COM entities") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE TRYSELA.COM ENTITIES DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THE TRYSELA.COM ENTITIES DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

THE TRYSELA.COM ENTITIES ARE NOT RESPONSIBLE FOR ANY DAMAGE OF ANY KIND THAT MAY RESULT FROM THE SERVICE OR YOUR DEALING WITH ANY OTHER SERVICE USER.

13. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE [trysela.com](http://trysela.com) entities BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY TRYSELA.COM entity HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE TRYSELA.COM entities TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

14. Miscellaneous.

- i. 14.1. General Terms. These Terms, together with the Additional Terms, are the entire and exclusive understanding and agreement between you and [trysela.com](http://trysela.com) regarding your use of the Service. You may not assign or transfer

these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to," and references to "Section" means Sections in these Terms. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- ii. 14.2. Governing Law. These Terms are governed by the laws of California without regard to conflict of law principles. You and trysele.com submit to the personal and exclusive jurisdiction of the state courts and federal courts located in San Francisco, California, for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in the San Francisco Bay Area, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- iii. 14.3. Privacy Policy. Please read the trysele.com Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information.
- iv. 14.4. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- v. 14.5. Contact Information. The Service is offered by trysele.com, located in San Francisco, California. You may contact us by sending correspondence to that address or by emailing us at [contact@trysele.com](mailto:contact@trysele.com).
- vi. 14.6. No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

## APP TERMS

Effective Date: April 1, 2024

These AI Platform Terms of Service ("AI Platform Terms") constitute a binding contract between Licensee (defined in Section 1) and try sela.com ("try sela.com") that govern Licensee's use of the AI Platform (defined in Section 1).

BY ACCEPTING THESE AI PLATFORM TERMS THROUGH THE REQUIRED PROCESS OR OTHERWISE ACCESSING OR USING THE AI PLATFORM, LICENSEE REPRESENTS AND WARRANTS THAT: (1) LICENSEE HAS READ AND UNDERSTANDS THESE AI PLATFORM TERMS, AND AGREES TO BE BOUND LEGALLY BY THESE AI PLATFORM TERMS; (2) LICENSEE IS EITHER AT LEAST 18 YEARS OF AGE OR HAS THE CONSENT OF A PARENT OR LEGAL GUARDIAN WHO IS AT LEAST 18 YEARS OF AGE TO USE THE AI PLATFORM AND WHO WILL SUPERVISE LICENSEE'S USE; AND (3) IF LICENSEE IS ACCESSING THE AI PLATFORM ON BEHALF OF A LEGAL ENTITY, THEN LICENSEE HAS THE AUTHORITY TO AND HEREBY DOES BIND SUCH LEGAL ENTITY TO THESE AI PLATFORM TERMS. IF LICENSEE DOES NOT AGREE WITH THESE AI PLATFORM TERMS OR OTHERWISE HAVE THE AUTHORITY TO ACCEPT THEM, THEN LICENSEE MUST REJECT THESE AI PLATFORM TERMS THROUGH THE REQUIRED PROCESS.

NO END USER MAY ENTER INTO THESE AI PLATFORM TERMS IN CONNECTION WITH ANY USE OF THE AI PLATFORM BY OR FOR THE BENEFIT OF ANY AGENCY OR INSTRUMENTALITY OF ANY GOVERNMENT. IF YOU ARE SEEKING TO ACCESS THE AI PLATFORM ON BEHALF OF ANY SUCH ENTITY, THEN YOU MUST CONTACT TRY SELA.COM AT [contact@trysela.com](mailto:contact@trysela.com) AND ENTER INTO A SEPARATELY NEGOTIATED LICENSE AGREEMENT WITH TRY SELA.COM. ALL USE OF THE AI PLATFORM IN VIOLATION OF THE PRECEDING SENTENCES IN THIS PARAGRAPH CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT.

## 1. Definitions

- i. a. "AI Platform" means try sela.com's proprietary web-based software platform available at [www.trysela.com](http://www.trysela.com) (each a, "Licensee Site") that has been programmed to help end-users build and deploy artificial intelligence models and to implement improvements upon itself, based in San Francisco, California.
- ii. b. "AI Platform Arising IP" means all Technology, other than the Licensee AI Agents, that: (i) is or has been generated, developed, fixed in a tangible medium, conceived or reduced to practice by or on behalf of either party before, on or after the date these AI Platform Terms take effect; and (ii) arises from or in connection with any execution, operation or use of the AI Platform (including the AI Platform processing, storing, organizing, arranging, selecting, aggregating, adapting or otherwise using or exploiting any data (including Licensee Data), content, information, materials or other inputs transmitted,

submitted or uploaded to the AI Platform). Without limiting the foregoing and for clarity, the AI Platform Arising IP includes any updates, error corrections, bug fixes, enhancements or improvements to the AI Platform developed by or on behalf of trysela.com

- iii. c. "trysela.com Confidential Information" means any information trysela.com or any party acting on its behalf discloses to Licensee, whether in writing or orally, and whether before, on or after the date the AI Platform Terms take effect, which is either designated as "confidential" at the time of disclosure or reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. For the avoidance of doubt and notwithstanding the foregoing, trysela.com Confidential Information includes the AI Platform and all information about its performance.
- iv. d. "Intellectual Property Rights" means all intellectual property or industrial rights arising anywhere throughout the world, including: (i) all patents and patent applications; (ii) all rights associated with the protection of trade secrets and confidential information; (iii) all copyrights and mask work rights, and all rights of paternity, integrity, attribution and any other rights of authors; (iv) all rights in trademarks and other indicators of origin, and all rights to goodwill related thereto; (v) all rights in databases, data collections and data; (vi) all rights in registrations and applications to any of the foregoing; and (vii) any similar, corresponding or equivalent rights to any of the foregoing.
- v. e. "Licensee" means: (i) in the case of an individual who accepts these AI Platform Terms or otherwise accesses or uses the AI Platform on his or her own behalf, such individual; or (ii) in the case of an individual who accepts these AI Platform Terms or otherwise accesses or uses the AI Platform on behalf of a legal entity, the legal entity.
- vi. f. "Licensee Data" means any table, video, image, audio, text, sequence data or other content that Licensee: (i) owns or controls prior to entering into these AI Platform Terms or on or after that date but independent of any access to or use of the AI Platform; and (ii) uploads to the AI Platform.
- vii. g. "Licensee AI Agent" means the specific instance of an AI agent that: (i) Licensee creates on the AI Platform, thereby prompting the AI Platform to process and analyze Licensee Data; and (ii) is visually presented to Licensee in digital format on the AI Platform's user interface. Notwithstanding the foregoing and for clarity, (1) Licensee AI Agents are deemed to exclude any Technology and Intellectual Property Rights therein that are identified as owned by trysela.com in these AI Platform Terms and that are in whole or in part incorporated into or embodied by the AI agents as described in the immediately preceding sentence in this Section; (2) all such Technology and Intellectual Property Rights remain trysela.com's exclusive property; and (3)

Licensee's rights to such Technology and Intellectual Property Rights are exclusively governed by these AI Platform Terms.

- viii. h. "Order" means the order Licensee places to obtain access to the AI Platform on a Licensee Site through the required process, including any order details as reflected in any electronic confirmation transmitted to Licensee.
  - ix. i. "Technology" means any or all embodiments of Intellectual Property Rights, including: (i) works of authorship (including software and documentation); (ii) inventions (whether or not patentable), discoveries and improvements; (iii) proprietary and confidential information, trade secrets and know-how; (iv) databases, data compilations, and data (including technical data); (v) tools, methods, techniques, processes, procedures, algorithms and models; and (vi) all instantiations or embodiments of any of the foregoing in (i) through (v) inclusive.
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  - ii. b. Accounts. To access the AI Platform in all cases, Licensee must register for an account on a Licensee Site. To access a Free Trial or a Paid Plan, Licensee must enter into an Order. The information that Licensee provides to [trysela.com](https://trysela.com) to register an account must be accurate and up-to-date, and Licensee will keep it accurate and up-to-date at all times. Licensee is solely responsible for maintaining the confidentiality of its account and any access credentials that Licensee needs to access the account, and Licensee accepts responsibility for all activities that occur under its account.
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- i. a. Ownership. As between the parties: (i) Licensee solely owns the Licensee Data and Licensee AI Agent, subject to the provisions of Section 3.b.iii; and (ii) [trysela.com](https://trysela.com) solely owns all rights, title, and interest (including all Intellectual Property Rights) in and to all: (1) AI Platform Arising IP; and (2) Technology that [trysela.com](https://trysela.com) owns or controls prior to when these AI Platform Terms take effect or on or after that date but independent of these AI Platform Terms (including all data, models, algorithms, software, know-how, trade secrets, and other Technology that constitutes or embodies the AI Platform in whole or part) ((1) and (2) collectively, the "[trysela.com](https://trysela.com) IP"). If any ownership rights in or to any aspect of the [trysela.com](https://trysela.com) IP vests in Licensee under any circumstances, then Licensee will, and hereby does, irrevocably and

unconditionally assign to trysele.com all such rights (without any further consideration due to trysele.com, where the rights granted to Licensee under these AI Platform Terms are agreed to constitute sufficient consideration for such assignment). If any such rights are not assignable under applicable law, then Licensee hereby waives all such rights to the fullest extent permitted under applicable law. Licensee acknowledges that: (A) Licensee's rights to any Licensee AI Agent are limited to the specific copy presented to Licensee on the AI Platform's user interface, and Licensee has no rights to any other copies or versions of the Licensee AI Agents; and (B) other AI Platform users may generate agents using the AI Platform that are the same as or similar to the Licensee AI Agent under certain circumstances, such as when other AI Platform users provide input that is the same as or similar to the Licensee Data to generate models on the AI Platform. Licensee hereby irrevocably and unconditionally waives all rights to directly or indirectly challenge, or assist any third party in challenging, the rights of trysele.com or any third party in or to any trysele.com IP.

- ii. b. Licenses.
  - i. AI Platform and Incorporated trysele.com IP.
- iii. (1) trysele.com hereby grants to Licensee during the Term (defined in Section 5(a)) a non-exclusive, non-transferable, non-sublicensable, worldwide and irrevocable (subject to trysele.com's right to terminate this Agreement) license to access and use the AI Platform subject to any Usage Caps solely for: (I) in the case of a Paid Plan, Licensee's internal business purposes to enable its products and services with artificial intelligence capabilities in accordance with these AI Platform Terms; (II) in the case of a Free Trial or access to the Free Tier, Licensee's internal, non-commercial evaluation purposes to determine whether Licensee desires to seek paid access to the AI Platform in accordance with these AI Platform Terms. If, and only if, trysele.com incorporates any AI Platform Arising IP into the AI Platform during the Term, then such incorporated AI Platform Arising IP are deemed included in all references to the "AI Platform" in these AI Platform Terms and will be subject to these AI Platform Terms for so long as such AI Platform Arising IP remains so incorporated into the AI Platform.
- iv. (2) If, and only if, any trysele.com IP is incorporated into or embodied by any Licensee AI Agents, then trysele.com will, and hereby does, grant to Licensee a non-exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide and royalty-free license to use and exploit such incorporated or embodied trysele.com IP solely as and to the extent so incorporated into or embodied by the Licensee AI Agents; provided, for clarity, the foregoing does not provide Licensee with any rights to use or exploit any such incorporated or embodied

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ii. Restrictions. Licensee will not, and will not authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, models, underlying user interface techniques, or algorithms of the AI Platform; (ii) modify the AI Platform, or sell, lease, license or otherwise commercialize or distribute the AI Platform; (iii) interfere with or disrupt the performance of the AI Platform; (iv) gain unauthorized access to the AI Platform or its related systems or networks; (v) use any portion of the AI Platform in connection with or related to any efforts to develop a competitive product or service to those being developed or offered by trysela.com; (vi) use the AI Platform in a manner that violates any Usage Caps or otherwise in any manner that is not expressly authorized in these AI Platform Terms; (vii) remove, alter, or obscure in any way any proprietary rights notices of trysela.com or its suppliers on or within the AI Platform; (viii) transmit to the AI Platform any virus, worm, spyware or other software code, file or program intended to impair, alter or damage the operation of the AI Platform or its related systems or networks; and (ix) use the AI Platform in any manner that violates any applicable laws, rules or regulations or infringes any third party Intellectual Property Rights or other rights, including any use that would be libelous or defamatory, or discriminatory based on race, color, sex, gender identity, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation, age or any other protected class pursuant to US federal or state laws. During a Free Trial or access to the Free Tier, Licensee will not, and will not authorize any third party to, implement, deploy or otherwise use any Licensee AI Agent in connection with any product or service that is distributed, made available or commercialized in any manner (including on a software-as-a-service or hosted basis) to any third party outside of Licensee's business.

iii. Licensee Data and Licensee AI Agents.

- (1) As between the parties, Licensee retains all right, title and interest (including any and all intellectual property rights) in and to the Licensee Data and any modifications made thereto in the course of using the AI Platform. Subject to the terms of this Agreement, Licensee hereby grants to trysela.com a non-exclusive, worldwide, royalty-free right, during the term of this Agreement, to process the Licensee Data solely to the extent necessary to provide the services contemplated by the AI Platform, to prevent or address service or technical problems therein, or as may be required by law.
- (2) As between the parties, Licensee owns the Licensee AI Agents, but Licensee acknowledges that trysela.com is in the business of improving and making enhancements to the AI Platform, partially through learnings generated by training

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iv. Feedback. Licensee may provide trysela.com with feedback about Licensee's use of and experience with any aspect of the AI Platform or Licensee AI Agents ("Feedback"). Licensee hereby grants to trysela.com a non-exclusive, perpetual, irrevocable, transferable, worldwide and royalty-free license, with the right to grant and authorize sublicenses (through multiple tiers), to use and exploit such Feedback in any manner without any restriction or any payment or credit due to Licensee.

v. Reservation of Rights. All rights that a party does not expressly grant to the other in these AI Platform Terms are hereby reserved and neither party grants to the other any implied licenses in these AI Platform Terms under any theory.

#### 4. Fees and Payment Terms.

- i. a. Fees. Licensee will pay all fees set forth in each Order in accordance with all payment terms set forth in each Order. All fees due and payable under these AI Platform Terms are referred to as the "Fees." Licensee authorizes trysela.com to charge all sums for the Paid Plan that Licensee selects as described in an Order, including all applicable taxes, to the payment method specified in Licensee's account. If Licensee pays any Fees with a credit card, trysela.com may seek pre-authorization of Licensee's credit card account prior to Licensee's purchase to verify that the credit card is valid and has the necessary funds or credit available to cover Licensee's purchase. Licensee authorizes trysela.com to periodically charge, on a going-forward basis and until termination of these AI Platform Terms or the applicable Order, all accrued sums on or before the payment due date for the accrued sums as described in the Order.
- ii. b. Taxes. Licensee shall be responsible for the payment of all sales, use, excise, value-added and/or any other taxes, duties, or charges imposed by any federal, state or local governmental or regulatory authority in connection with the Fees, excluding any taxes imposed on trysela.com's net income. To the

extent required by relevant federal, state or local regulations, trysele.com shall be entitled to collect and remit any such taxes with each payment of Fees.

5. Term and Termination.

- i. a. Term. These AI Platform Terms will commence on the date when the first Order has been completed by Licensee, and these AI Platform Terms will continue, unless terminated earlier in accordance with these AI Platform Terms, until all Orders have expired or been terminated (the "Term"). The term of each Order will begin on the date when the Order has been completed by Licensee, and each Order will continue, unless terminated earlier in accordance with these AI Platform Terms, until the end of the term specified in the applicable Order. The term of each Order will automatically renew for additional periods equal in length to the expiring term unless either party provides notice of non-renewal at least thirty (30) days prior to commencement of the next renewal term.
  - ii. b. Termination. Either party may terminate these AI Platform Terms or any Order by written notice: (i) if the other party is in material breach of these AI Platform Terms or such Order, where such material breach is not cured within thirty (30) days after written notice of such breach from the non-breaching party; and (ii) at any time upon written notice to the other for any or no reason; provided that, if Licensee terminates these AI Platform Terms or any Order pursuant to this Section 5(b)(ii), then Licensee will not be entitled to a refund for any Fees that have been paid prior to termination.
  - iii. c. Effects of Termination. Upon any expiration or termination of the AI Platform Terms: (i) the license granted to Licensee in Section 3(b)(i)(1) will immediately terminate;(ii) Licensee must permanently delete all copies of trysele.com Confidential Information within Licensee's possession or control, if any, and certify the same has been completed upon request by trysele.com; and (iii) the following Sections, and any defined terms and provisions required to interpret or enforce those Sections (but only to the extent required for such interpretation or enforcement), will survive: 1, 2, 3(a), 3(b)(i)(2), 3(b)(ii), 3(b)(iii), 3(b)(iv), 3(b)(v), 4, 5(c), 6, 7, 8, 9, and 10.
6. Confidentiality. Licensee agrees that the trysele.com Confidential Information constitutes and embodies valuable trysele.com trade secrets. Licensee may use the trysele.com Confidential Information only as necessary to exercise Licensee's express rights under these AI Platform Terms and Licensee may not disclose any trysele.com Confidential Information to any third party without trysele.com's prior written consent. Licensee agrees that Licensee will protect the trysele.com Confidential Information from unauthorized access, use and disclosure in the same manner that Licensee would use to protect Licensee's own confidential and

proprietary information of a similar nature and in no event with less than a reasonable degree of care.

7. Representations and Warranties. Licensee represents, warrants and covenants that:
  - (a) the Licensee Data and the Licensee AI Agents do not, and try sela.com's use of the Licensee Data and Licensee AI Agents as permitted in these AI Platform Terms will not, infringe, misappropriate or violate the Intellectual Property Rights or other rights of any third party or any applicable laws, rules or regulations;
  - (b) Licensee will not use the Licensee AI Agents in violation of any applicable law, rule or regulation, any third party rights or in any manner that could subject try sela.com to any laws, rules or regulations that otherwise would not apply to try sela.com;
  - (c) Licensee has, and will continue to have, all necessary rights to grant try sela.com the rights set forth in these AI Platform Terms;
  - (d) entering into these AI Platform Terms and performing Licensee's obligations under these AI Platform Terms do not, and will not, breach or otherwise conflict with Licensee's obligations to any third party under any contract, court order or otherwise;
  - (e) Licensee has had the opportunity to consult with independent legal counsel prior to accepting these AI Platform Terms even if Licensee has chosen not to do so;
  - (f) if Licensee is accessing and using the AI Platform in Licensee's individual capacity, Licensee is doing so for business purposes and not as a "consumer" as that concept is defined under applicable laws, rules and regulations; and
  - (g) Licensee is not seeking to, and will not, access or use the AI Platform for or on behalf of any agency or instrumentality of any government.LICENSEE FURTHER REPRESENTS, WARRANTS AND COVENANTS THAT IT WILL NOT DEPLOY, IMPLEMENT OR OTHERWISE USE THE LICENSEE AGENTS IN CONNECTION WITH ANY PRODUCTS, SERVICES OR APPLICATIONS THAT COULD CONTRIBUTE (IN WHOLE OR PART) TO ANY PHYSICAL OR EMOTIONAL HARM TO ANY PERSON OR ANY DAMAGE TO TANGIBLE PROPERTY (INCLUDING IN CONNECTION WITH ANY PRODUCTS, SERVICES OR APPLICATIONS RELATED TO THE HEALTHCARE, TRANSPORTATION, MILITARY AND/OR LAW ENFORCEMENT AND ENERGY INDUSTRIES).
8. Indemnification.
  - i. To the fullest extent permitted by applicable laws, rules and regulations, Licensee will defend, indemnify and hold harmless the try sela.com Parties (defined in Section 9) and their respective officers, directors, employees, consultants, agents, licensors and suppliers (each, an "Indemnified Party"), from and against any action, claim, investigation or other proceeding brought against an Indemnified Party by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising from or in connection with:
    - (a) Licensee's use or misuse of the AI Platform;
    - (b) Licensee's breach of these AI Platform Terms;
    - (c) any Licensee Data (including any allegation that any Licensee Data and/or any use of the same

in accordance with these AI Platform Terms infringes or misappropriates any third party's rights or violates any applicable laws, rules and regulations, rules or regulations); (d) any Licensee AI Agents (including any use, deployment, implementation or other exploitation of Licensee AI Agents in any manner); or (e) any dispute between Licensee and any third party covered by Section 9. The Indemnified Party reserves the right, at Licensee's sole expense, to assume the exclusive defense and control of any matter covered by this Section 8 (without limiting Licensee's indemnification obligations with respect to that matter), and in that case, Licensee agrees to cooperate with the Indemnified Party's defense of those claims.

#### 9. Disclaimers; Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANY OTHER TERMS IN THESE AI PLATFORM TERMS, THE FOLLOWING TERMS APPLY:

trysela.com DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE, ARISING FROM OR RELATING TO THESE AI PLATFORM TERMS AND THE trysela.com IP. WITHOUT LIMITING THE FOREGOING:

(1) TRYSELA.COM DOES NOT REPRESENT OR WARRANT THAT: (a) THE AI PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; (b) THE AI PLATFORM WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE; (c) ANY DATA PROVIDED BY OR THROUGH THE AI PLATFORM (INCLUDING ANY THIRD PARTY CONTENT AND LICENSEE AGENTS) WILL BE ACCURATE OR COMPLETE OR FIT FOR ANY PURPOSE OR USE THAT LICENSEE PLANS TO MAKE OF THE SAME; OR (d) SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO LICENSEE DATA OR LICENSEE'S DEVICES OR ANY THIRD PARTY TECHNOLOGY USED IN CONNECTION WITH THE AI PLATFORM; AND

(2) NEITHER TRYSELA.COM NOR ANY OF ITS CURRENT OR FUTURE AFFILIATES (collectively, the "TRYSELA.COM Parties") NOR ANY OF THEIR RESPECTIVE LICENSORS WILL HAVE ANY LIABILITY TO LICENSEE IN CONNECTION WITH ANY: (a) DATA MADE AVAILABLE TO LICENSEE BY OR THROUGH THE AI PLATFORM, INCLUDING LICENSEE AGENTS (collectively, "Covered Data") OR ANY RESULTS OR OUTPUT DERIVED FROM, BASED UPON OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ANY ACCESS TO, REVIEW, PROCESSING, DEPLOYMENT, IMPLEMENTATION OR OTHER USE OR EXPLOITATION OF THE COVERED DATA (collectively, "Results"); OR (b) DISPUTE LICENSEE MAY HAVE WITH ANY THIRD PARTY PERSON OR ENTITY ARISING FROM OR IN CONNECTION WITH THE AI PLATFORM OR ANY COVERED DATA OR RESULTS. ALL SUCH DISPUTES COVERED BY THE FOREGOING CLAUSE (b) ARE BETWEEN LICENSEE AND ANY SUCH THIRD PARTIES. ACCORDINGLY, LICENSEE HEREBY IRREVOCABLY RELEASES THE

trysela.com PARTIES AND ALL OF THEIR LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

IN NO EVENT WILL TRYSELA.COM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, OR ECONOMIC ADVANTAGE, AND COSTS OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATING TO THESE AI PLATFORM TERMS, HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF TRYSELA.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND TRYSELA.COM'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THESE AI PLATFORM TERMS WILL NOT EXCEED THE AMOUNT PAID BY LICENSEE UNDER THE ORDER(S) GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

## 10. GENERAL PROVISIONS

a. Privacy and Communications. Licensee's use of the AI Platform is also subject to trysela.com privacy policy, which is incorporated into these Terms by this reference. By using the AI Platform, Licensee consents to receiving certain electronic communications from trysela.com as further described in the Privacy Policy. Please read the Privacy Policy to learn more about Licensee's choices regarding trysela.com's electronic communications practices. Licensee agrees that any notices, agreements, disclosures, or other communications that trysela.com sends to Licensee electronically will satisfy any legal communication requirements, including that such communications be in writing.

b. Modification of these Terms. trysela.com reserves the right to change these AI Platform Terms on a going-forward basis at any time. Please check these AI Platform Terms periodically for changes. If a change to these AI Platform Terms materially modifies Licensee's rights or obligations, trysela.com may require that Licensee accept the modified AI Platform Terms in order to continue to use AI Platform. Material modifications are effective upon Licensee's acceptance of the modified AI Platform Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 10(b), these AI Platform Terms may be amended only by a written agreement signed by authorized representatives of the parties to these AI Platform Terms. Disputes arising under

these AI Platform Terms will be resolved in accordance with the version of these AI Platform Terms that was in effect at the time the dispute arose.

c. Interpretation. Unless a clear contrary intention appears: (i) any term defined in the singular includes the plural when required by the applicable context; (ii) the headings in these AI Platform Terms are for convenience of reference only, will not be deemed to be a part of these AI Platform Terms, and will not be referred to in connection with the interpretation of these AI Platform Terms; and (iii) uses of "including" mean "including, without limitation." Any ambiguity in these AI Platform Terms will be interpreted without regard to which party drafted these AI Platform Terms or any part thereof.

d. Changes. [trysele.com](https://trysele.com) may make changes or updates to the AI Platform during the Term, including to reflect changes in technology, industry practices and patterns of system use; however, any such changes will not result in a material reduction in the level of performance or availability of the AI Platform provided to Licensee during the Term. If any changes to the AI Platform do result in a material reduction in the level of performance or availability for the AI Platform, then Licensee's sole remedy in connection with the same is to terminate these AI Platform Terms and to cease all use of the AI Platform.

e. Assignment; Subcontractors. Neither party may assign these AI Platform Terms or any of its rights under these AI Platform Terms without the prior written consent of the other party, except that [trysele.com](https://trysele.com) may assign these AI Platform Terms without the consent of Licensee as part of a corporate reorganization, to any [trysele.com](https://trysele.com) affiliate, or in connection with any change of control, consolidation, merger, sale of assets or any similar transaction or series of transactions. Subject to the foregoing, these AI Platform Terms will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. [trysele.com](https://trysele.com) in its sole discretion may from time-to-time engage third parties to perform any of its obligations under these AI Platform Terms, including hosting or other services. [trysele.com](https://trysele.com) will be responsible for ensuring all such parties comply with these AI Platform Terms.

f. Force Majeure. Neither party will be liable for any failure or delay in its performance under these AI Platform Terms due to any cause beyond its reasonable control, including an act of war, terrorism, act of God, earthquake, flood, pandemic, epidemic, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure or degradation of the Internet, but in all cases excluding the payment of Fees (each, a "Force Majeure"). The delayed party must give the other party notice of such Force Majeure and use commercially reasonable efforts to correct such failure or delay in performance.

g. Governing Law. These AI Platform Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of San Francisco, California.

#### h. Arbitration.

- i. Any dispute with respect to these AI Platform Terms will be settled by binding arbitration in San Francisco, California, under the Rules of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with these AI Platform Terms. LICENSEE UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THESE AI PLATFORM TERMS, LICENSEE AND TRYSELA.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- ii. Notwithstanding the foregoing in Section 10(h)(i), Licensee acknowledges and agrees that a breach or threatened breach of these AI Platform Terms would cause trysela.com irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, trysela.com will be entitled to equitable relief and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

i. **Publicity.** trysela.com may use Licensee's name as a reference for marketing or promotional purposes on trysela.com's website and in other communications with existing or potential trysela.com customers, investors or acquirers, subject to any written trademark policies Licensee may provide trysela.com in writing, with reasonable advanced notice.

j. **Entire Agreement; Order of Precedence.** All Orders are incorporated by reference into these AI Platform Terms. In the event of a conflict between the terms of these AI Platform Terms and any Order, the terms in these AI Platform Terms will prevail. These AI Platform Terms, including all Orders, is the sole agreement of the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings with respect to said subject matter. No terms of any purchase order, acknowledgement, or other form provided by Licensee will modify these AI Platform Terms, regardless of any failure of trysela.com to object to such terms.

k. **Third Party Beneficiaries.** These AI Platform Terms only benefit the parties and their respective permitted successors and assigns and no third party has any rights arising under these AI Platform Terms, provided that the parties hereby designate Indemnified Parties as third party beneficiaries of Section 8 with the right to enforce such Section 8.

l. Relationship of the parties. The relationship between the parties is that of independent contractors. Nothing contained in these AI Platform Terms will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

m. Waivers; Severability. All waivers of rights arising under these AI Platform Terms must be made in writing by the party waiving rights. If any provision in these AI Platform Terms is held to be unenforceable by a court of competent jurisdiction or the arbitrators (as applicable, based on the dispute resolution proceeding under Section 10(h)), then: (i) it will be severed from these AI Platform Terms; (ii) the court of competent jurisdiction or arbitrators (as applicable) will replace the severed provision with another provision that most closely reflects the parties' original intent to the fullest extent permitted by applicable law; and (iii) these AI Platform Terms will remain in full force and effect.

n. Export Regulations. Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce Bureau of Industry and Security, in connection with the AI Platform. Specifically, Licensee covenants that Licensee will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any products, service, or technology (including products derived from or based on such technology) received from trysele.com under these AI Platform Terms to any destination, entity, or person or for any use prohibited by the export control laws or regulations of California.

o. Contact Information. The AI Platform is offered by trysele.com, located in San Francisco, California. Licensee may contact us by sending correspondence to that address or by emailing us at [contact@trysele.com](mailto:contact@trysele.com)