

TERMS OF SERVICE

Last Updated: May 28, 2024

THESE TERMS OF SERVICE (this “Agreement”) of Sextant AI Inc. (“Service Provider”, “we”, “us”, or “our”) sets forth the terms and conditions under which you may access and use our Site and Services (each as defined below). Please also read our Privacy Policy available at <https://www.getsextant.ai.com/getsextant.ai-privacy-policy.pdf> (“**Privacy Policy**”), which describes how we collect, use, and disclose personal information. Before you continue, you should print or save a local copy of this Agreement and the Privacy Policy for your records.

This website; all of its constituent pages as added and amended from time to time; all content on said website and any constituent page; all URLs associated with or which lead to said website; all associated applications on any platform (including without limitation Android and IOS); all trade dress and monikers on said website; all intellectual property contained anywhere on said website (including without limitation all trademarks, service marks, copyrights, and patents); the source and any other code; all design elements and renditions; copies of any of the foregoing; and to the extent not heretofore listed all of content set forth on each and every page of the website, including without limitation all copy, marks, monikers, logos, trade dress, processes, information, and intellectual property; are, collectively and individually, the sole and exclusive property of Service Provider.

You, the user, and any of your agents, representatives, assignees, employees, partners, designees, or persons to whom you have given access to the Site and the Services (whether intentionally, knowingly, negligently, or otherwise) may be referred to as “user”, “User”, “You”, “you”, or “Licensee”.

THIS IS A BINDING, LEGAL CONTRACT BETWEEN YOU AND SERVICE PROVIDER. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES (AS DEFINED BELOW). BY CLICKING “CREATE NEW ACCOUNT”, “I AGREE”, “SUBMIT”, OR THE OTHERWISE INDICATING ACCEPTANCE ELECTRONICALLY, OR BY ACCESSING OR USING THE SITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND THAT YOU CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF YOUR INFORMATION AS SET FORTH IN THE PRIVACY POLICY. IN ADDITION, YOUR USE OF THE SERVICES PROVIDED BY OR THROUGH THIS WEBSITE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU OBJECT TO ANY PART OR PORTION HEREOF DO NOT USE THE SERVICES.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

If you are an individual and you access or use the Services on behalf of a company, principal, or other entity or organization, such as your employer (each, together with its affiliates, an "Organization"), then: (i) this Agreement is an agreement between us and you and us and that Organization; (ii) you represent and warrant that you have the authority to bind that Organization to this Agreement (and if you do not have the authority, you may not access or use the Services); (iii) your acceptance of this Agreement will bind such Organization to this Agreement; (iv) your individual right to access and use the Services may be suspended or terminated (and ownership and administration of your User account may be transferred) if you cease to be associated with, or cease to use an email address associated with or provisioned by, that Organization; (v) Service Provider may disclose information regarding you and your use of the Services to such Organization; and (vi) the terms "user", "User", "You", "you", or "Licensee", as used in this Agreement, refer to both you and such Organization.

1. The Services. Subject to your compliance with the terms and conditions of this Agreement, we provide you with access to and use of our online services, which are more fully described on the Site (as defined below) which is incorporated herein as if repeated verbatim (collectively the "Services"). As used in this Agreement, the term "Services" includes the Site.
2. The Site. The "Site" means www.getsextant.ai , www.getsextant.ai , all of its constituent pages, all content on said websites and any constituent page, all URLs associated with or which lead to said websites, all associated applications on any platform (including without limitation Android and IOS), all trade dress and monikers on said websites, all of Service Provider's intellectual property contained anywhere on said websites (including without limitation all trademarks, service marks, copyrights, and patents), the source and any other code, design elements, renditions, and copies of any of the foregoing. The Site further includes all amendments, modifications, and changes of any nature whatsoever to the foregoing.
3. *Administrator Accounts*. If applicable, one or more individuals may be designated by You as the administrator of an account ("Administrators"). Service Provider may assign special or exclusive functionality to Administrators, including without limitation the right to add or remove additional Users, restrict the access or use of non-Administrator Users, or prohibit non-Administrative Users from purchasing services or otherwise engaging in transactions on the Site. You agree to hold Service Provider harmless and indemnify it from any claim, loss, injury, damages, or cause of action arising from such non-Administrator User's restricted access to or use of the Site and the Services.
4. Paid Services. The service is free for suppliers to join. We charge subscription prices to buyer organizations. We offer additional paid services for prices we negotiate with individual customers. We may change the pricing for our services and we may elect to start charging for some heretofore free services in our sole discretion. Any change to our pricing or payment terms will become effective in the billing cycle following notice of such change to you as provided in this Agreement. Use of Service in excess of a negotiated allotment may result in

(additional) fees, as specified in the plan, and such fees will be included in a true-up invoice or charged automatically via the payment method associated with your User account ("Payment Method").

5. **Billing.** With respect to paid services you consume, you agree to make payments, and we may automatically charge your Payment Method, as described below, for so long as your User account remains active. You agree to the pricing and payment terms communicated to you, as we may update them from time to time. You must provide us with a current, valid, accepted Payment Method. When you initiate a purchase transaction, you authorize us to provide your payment information to third parties so we can complete your transaction and to charge your Payment Method, in United States dollars or Canadian dollars (as specified), for the type of transaction you have selected (plus any applicable taxes and other charges) and any applicable recurring charges as described below. You will pay applicable taxes, if any, relating to any such transaction and are also responsible for any payment-related fees such as wire transfer fees, credit card processing fees, and foreign transaction fees. By using the Services you agree to be bound by our payment provider's services agreements. If your payment is not successfully settled for any reason, you remain responsible for any amounts not remitted to us. All payments for transactions are non-refundable and non-transferable except as expressly provided in this Agreement.
6. **Payments.** Placement of an order constitutes the acknowledgement and representation of the user that (i) it is over the age of eighteen (18) and otherwise eligible to use the Site, (ii) it is authorized to use the credit card, ACH or other method of payment through which payment is remitted, (iii) use of the payment method will not violate any agreement between the User and the payment method provider, and (iv) there are sufficient funds in the account with the payment method provider to remit payment in full to Service Provider. Credit cards may be debited immediately upon provision by user of the required information. A declined or refused credit card shall be deemed a failure of consideration and shall excuse any further action (or omission) by Service Provider. Service Provider is neither the agent nor the principal with respect to any third party with which user may enter into a contract, shall not be bound by any third-party contract, and shall have no liability thereunder.
7. **Foreign Currencies.** Unless otherwise noted User shall be responsible for all conversion fees and related fees and shall hold Service Provider harmless and indemnify it for same. User assumes the sole risk of loss with respect to all currency transactions and conversions.
8. **Cancellations and Refunds.** If we terminate your Subscription Plan, except in the event of your breach or failure to pay fees when due, we will grant you a prorated refund for the remaining unused portion of your Subscription Term. You are not entitled to a refund for any Subscription Plan that you cancel. If you cancel or terminate your Subscription Plan, your right to use the Services will continue until the end of your then-current Subscription Term and then terminate without further charges.

9. **Late Payments.** Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).
10. **Account Information.** You shall provide true, accurate, current, and complete information as prompted by the Services and shall update such information from time to time as is necessary. The provision of false, inaccurate, or incomplete information or failure to maintain current information shall be grounds for the immediate termination of this Agreement. You agree that only you will use any account created with your subscription and that you will not share any access information, including without limitation your login or password, with any third party. You are solely responsible for maintaining the security of your login and password and agree to indemnify us for any loss, damage, claim, liability, or cause of action occasioned using such login and password by any third parties. If you believe your account information has been compromised, you are required to notify us immediately.
11. **Account Verification.** We may require you to upload documents proving identity. We reserve the right to verify the identification of any User at any time. Verification may be by validation using third-party databases as well as government or other legal documents. You authorize us to make inquiries reasonably necessary to confirm your individual identity as well as the identity of your Organization.
12. **Promotions.** Service Provider may but shall under no circumstances be required to make gift or promotional offers of the Services. Any gift or promotional offers shall be pursuant to such additional terms and conditions as Service Provider shall announce in writing on the Site. Service Provider may terminate any gift or promotional offer at any time in its sole and absolute discretion. In the event of a conflict between the terms and conditions associated with a gift or promotional offer and this Agreement, the provisions of this Agreement shall control.
13. **Use of the Services.**
- a. **Mobile Access.** You shall be solely responsible for and shall indemnify us and hold us harmless from, any costs, including without limitation carrier rates and fees, associated with accessing the Site or using the Services from a mobile device.
- b. **Equipment.** You are solely responsible for providing the equipment necessary to access and use the Site and the Services, including without limitation any computer, drive, software, hardware, application, modem, and internet connection. We shall not be responsible for any fees paid or accrued by you to access the internet. You agree to hold us harmless from any damage to such equipment regardless of the cause of such damage.

- c. *Bots Prohibited.* You shall not use robots, bots, spiders, scrapers, or other automated means to access, collect, copy or record the Services and shall not access any audiovisual content except via streaming by the Services. You shall further not attempt to interrupt or decipher transmissions to or from the servers running the Services or collect or harvest personally identifiable information, including without limitation account names and payment information.
 - d. *Comments.* Comments and postings of any nature (including user ratings) left by Users shall conform to the content requirements set forth herein. User comments and postings are not the statements or representations of Service Provider and Service Provider assumes no liability for same. Service Provider may, but is not required to, remove any user comment or posting at any time in Service Provider's sole and absolute discretion.
 - e. *User Responsibility.* You are solely responsible for any use of your User account, including by any third party (whether or not such third-party use was known to or approved by you), and you agree to indemnify and hold us harmless from any claim, injury, loss, or damage of any nature whatsoever caused in whole or in part by use of your User account.
14. *Prohibited Use.* Nothing in this Agreement shall be construed to grant a license of any Service Provider intellectual property right, either expressly, by estoppel, implication, or otherwise.

In addition to any other restrictions set forth herein, you will not, and you will not assist, permit or enable others to, do any of the following:

- (a) use the Services for any purpose other than as expressly set forth in this Agreement;
- (b) disassemble, reverse engineer, decode or decompile any part of the Services;
- (c) copy, rent, lease, sell, transfer, assign, sublicense, modify, alter, or create derivative works of any part of the Services or any of our intellectual property rights;
- (d) remove any copyright notices or proprietary legends from the Services;
- (e) use the Services in a manner that impacts: (i) the stability of our servers; (ii) the operation or performance of the Services or any other user's use of the Services; or (iii) the behavior of other applications using the Services;
- (f) use the Services in any manner or for any purpose that violates any applicable law, regulation, legal requirement or obligation, contractual obligation, or any right of

any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in our sole discretion) to us, our providers, our suppliers or other users;

(g) use the Services in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage;

(h) use the Services for benchmarking or competitive analysis of the Services;

(i) attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Services;

(j) transmit viruses, worms, or other software agents through the Services;

(k) impersonate another person or misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Services for any invasive or fraudulent purpose;

(l) share passwords or authentication credentials for the Services;

(m) bypass the measures Service Provider may use to prevent or restrict access to the Services or enforce limitations on use of the Services or the content therein, including without limitation features that prevent or restrict use or copying of any content;

(n) identify us or display any portion of the Services on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights; or

(o) identify or refer to us or the Services in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Services under this Agreement, without our express written consent.

15. Your Content

- a. *Content.* All information and data, including personal data, text, software, graphics, voice or sound files, photographs, videos, depictions, messages, emails, chats, text messages, documents, and other content and materials, such as but not limited to requests for proposal (“RFPs”) and RFP responses (and related materials), feedback regarding vendors’ products and services, and documents associated with winning bids such as purchase orders and contracts, which you post or provide to or transmit by or through the Services (collectively, “Content”) shall be your sole and exclusive property.

By providing or sharing Content through the Services, you agree to allow others to view, edit, share, and/or interact with your Content in accordance with your settings and this Agreement. You hereby grant, and you represent and warrant that you have all rights necessary to grant, each user of the Services a non-exclusive license to access and use your Content that you make available to such User through the Services.

Sextant AI shall not collect, access, or use user - specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction or unless the Purchasing Entity provides their written consent to release information to a third-party partner, such as a consulting firm, related to the provision of additional services. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Sextant AI shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement. The Purchasing Entity retains full right and title to Data provided by it and any Data therefrom, including metadata.

With respect to services that Sextant AI delivers under the TCC contract, Sextant AI complies with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into an agreement for paid services with a Purchasing Entity, Sextant AI and the Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether Sextant AI will hold, store, or process High Risk Data, Moderate Risk Data, and Low Risk Data. Sextant AI must document the Data Categorization in the agreement or the attendant statement of work.

In connection with your Content, you affirm, represent, and warrant the following:

- You have the written consent of each and every identifiable natural person identified in the Content, if any, to use such person's name or likeness in the manner contemplated by the Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties.
- Your Content and our use thereof as contemplated by this Agreement and the Services will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights.
- Your Content does not include any information or material that a governmental body deems to be sensitive or classified information, and by providing your Content

to or through the Services, you are not violating the confidentiality rights of any third party.

- Service Provider may exercise the rights to your Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

WE DO NOT WARRANT OR GUARANTY THE ACCURACY, INTEGRITY, QUALITY, VERACITY, OR APPROPRIATENESS FOR ANY PURPOSE OF SUCH CONTENT. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR YOUR CONTENT AND FOR YOUR SHARING OF ANY CONTENT WITH OTHER USERS. YOU SHALL HOLD US HARMLESS AND INDEMNIFY US FROM AND AGAINST ANY AND ALL DAMAGES OR LOSSES CAUSED BY OR ARISING OUT OF THE ACCESS TO, USE OF, RELIANCE ON, OR APPLICATION OF THE CONTENT, INCLUDING WITHOUT LIMITATION DAMAGES CAUSED BY YOUR SHARING OR MAKING AVAILABLE YOUR CONTENT ON THE SERVICES, OR BY ANY ERRORS, OMISSIONS, INACCURACIES, NEGLIGENCE, MISREPRESENTATIONS, OR FRAUD WITH RESPECT TO YOUR CONTENT. WE HAVE THE RIGHT (BUT NOT THE OBLIGATION) IN OUR SOLE DISCRETION TO REMOVE ANY CONTENT FROM THE SERVICES, OR ACCESS TO YOUR CONTENT VIA THE SERVICES.

- b. *Prohibited Content.* You shall not post on the Services , on your own behalf or on behalf of any third party, and shall not permit others to post on the Services, any Content that, in whole or in part: (a) Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, or hate speech;(b) misrepresents the actual identity of a person, or misrepresents or falsely represents an affiliation with a person or entity; (c) unless otherwise permitted by us, constitutes advertising, promotional material, junk mail, spam, a chain letter, pyramid scheme, or an unauthorized solicitation; (d) is infected by or contains viruses, malware, spyware, worms, or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer, software, hardware, program, or telecommunications equipment; (e) is likely to interfere with or disrupt the Site or the Services, or any server or network connected thereto, or is inconsistent with any requirements, policies, procedures, or requirements of networks connected to the Site or the Services; (f) violates any federal, state, provincial, or local law, statute, regulation, rule, code, or ordinance, or otherwise applicable laws, including such laws regarding the transmission of technical data; (g) imposes an unreasonable or disproportionate workload on Service Provider, the Site, or the Services; or (h) consists of or contains any third-party proprietary intellectual property, including without limitation property subject to trademark, copyright, trade secret, or similar protection unless the owner of such intellectual property approves the use or posting of same (collectively, "**Prohibited Content**"). Service Provider is not required to prescreen any Content but reserves the right to remove without notice any Content

that Service Provider deems, in its sole discretion, to constitute Prohibited Content as herein defined

- c. *Content Modification.* You acknowledge and specifically authorize Service Provider to change, alter, or modify the Content as necessary to transmit it over one or more networks and to conform and adapt it, the Site, or the Services to any technical requirements of connecting networks, devices, hardware, software, and the like.
- d. *Disclosure of Content.* Service Provider may preserve and disclose Content (i) when it is or reasonably determines that it is obligated to preserve and/or disclose Content pursuant to any applicable international, treaty, federal, state, provincial or local law, statute, code, rule, regulation, or ordinance; (ii) to comply with any legal process; (iii) to enforce the terms of this Agreement; (iv) to respond to complaints or claims that the Content violates any third party rights; (v) to protect any right or property of Service Provider; and (vi) to protect the personal safety or property of any user of the Site or the Services.
- e. *Storage.* Service Provider does not warrant or guarantee continued access to any Content transmitted to or stored on the Services or used in any manner on the Services or as part of the provision of the Services, and this Agreement further expressly excludes any warranty that such Content will not be lost, damaged, or destroyed. Service Provider may, but shall not be required to, maintain a copy, in whole or in part, of any Content, and further shall be held harmless in the event of a failure to store any Content. Service Provider assumes no responsibility for, and shall be held harmless in the event of, any injury or damage to you arising out of the deletion or failure of communications, addresses, or personalization settings.

16. Changes to the Services. We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may (i) establish general practices and use limits concerning the Services, (ii) limit the size of communications that may be transmitted through the Services, (iii) limit the amount of Content that may be stored or processed by you on or through the Services, (iv) limit your access to the Services as may be necessary and reasonable under the circumstances, (v) change or modify our general practices in our sole discretion and without notice to you, (vi) change or modify the Services in our sole discretion and without notice to you, (vii) quarantine or remove Prohibited Content; (viii) modify domain and user settings in our sole discretion and without notice to you (including without limitation modifications designed to eliminate spam or bulk mail); and (ix) modify, suspend, or discontinue the Services as necessary for routine maintenance, extraordinary repairs, or due to an attack by hackers or other third party.

17. *Suspensions or Termination.* We may permanently or temporarily terminate or suspend your access to the Services without notice or liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

18. *Our Proprietary Property.* The Site, the Services, and any software, hardware, platform, server, code, or other materials used in connection with the Site and the Services (collectively “the Proprietary Materials”), all of which are owned by us and/or our affiliates or are licensed to us by third parties, contain proprietary and confidential information not available to the public and protected by intellectual property and trade secret laws, including without limitation the Uniform Trade Secrets Act as well as trademark and copyright protections. Subject to your continued compliance with the terms and conditions, of this Agreement, including without limitation payment of all sums due hereunder, we hereby grant to you a non-exclusive, non-transferable, limited license to use the Site and the Services as made available by us via the Internet. You shall not, by or through any representative, agent, employee, director, officer, shareholder, partner, member, or third party, reverse engineer, reverse assemble, attempt or purport to discover any source code; sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Proprietary Materials; copy, modify, rent, lease, loan, sell, distribute, or create derivative works of (or based on) the Proprietary Materials, in whole or in part; or use modified versions of the Proprietary Materials, including without limitation obtaining unauthorized access to the Site or the Services. You may access the Services only through the interfaces we provide to you.

You may choose to or Service Provider may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

19. *Confidential Information.* “Confidential Information” means the technology underlying the Services and all other information disclosed to you that we characterize as confidential at the time of its disclosure, or that reasonably ought to be understood by you as confidential, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without

restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof. You will not disclose Confidential Information except to employees and contractors who need to know it and have agreed in writing to keep it confidential; only you and those parties may use the Confidential Information, and only to exercise your rights and fulfill your obligations under this Agreement, while using at least a reasonable degree of care to protect it. You shall notify us in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and you will cooperate with us in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (x) immediately notify us prior to such disclosure to allow us an opportunity to contest the disclosure, (y) assert the privileged and confidential nature of the Confidential Information, and (z) cooperate fully with us in protecting against any such disclosure and obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1832, a disclosure of information is immune from prosecution or civil action if (i) it is made (A) in confidence to a Federal, State, or local government official or an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

20. Remedies. The parties acknowledge that any breach of (i) our rights in and to our Proprietary Property or Confidential Information or (ii) the intellectual property protection provisions of this Agreement are such that legal remedies alone would be insufficient to protect our rights and interests. Notwithstanding anything to the contrary, the parties further agree that in the event of a breach or potential breach of our Proprietary Property rights or any intellectual property protection section of this Agreement, or unauthorized use or disclosure of our Confidential Information, we may petition any court of competent jurisdiction for a restraining order, injunction, or such other equitable remedy as we may deem appropriate, and you expressly waive any defense to the inapplicability or inappropriateness of such equitable remedies. We shall under no circumstances be required to post a bond, and user hereby waives any right to demand same.

21. Third-Party Service Providers. Certain third parties may offer products and services through the Services. Service Provider does not employ, supervise, direct, or control any such third party and is not a partner or joint venture of same. Service Provider does not and shall not be required to obtain, record, or publish feedback or comments with respect to any third party. Each third party is solely responsible for the products

or services it offers, and Service Provider shall not be a party to any contract or quasi-contract, whether oral, written, express, or implied, between User and such third-party. Service Provider makes no warranty, guaranty, or representation concerning the availability, quality, fitness, safety, or suitability of or with respect to any such product or service or of the person or entity that offers, provides, or sells such product or service and expressly disclaims any such warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose or merchantability. You agree to indemnify Service Provider and hold it harmless from any loss, liability, damage, injury, or cause of action caused by or attributable to, in whole or in part, any negligent, grossly negligent, reckless, intentional, or willful act or omission of such third-party product or service provider. Service Provider does not warrant that the information, assistance, advice, or consultation provided by any third party is accurate, beneficial, or will produce a desired result. Furthermore, Service Provider does not warrant or represent that any third party is qualified to provide any specific information or advice. All such information, assistance, advice, and consultation are provided "AS IS" and subject to the warranty disclaimers set forth below. Users agree to indemnify Service Provider and hold it harmless from any claim, cause of action, injury, loss, or damage caused by or alleged to be caused by the information, recommendations, counsel, or advice provided by any third party. IF YOU ACCESS A THIRD-PARTY WEBSITE OR SERVICE FROM THE SERVICES OR SHARE YOUR CONTENT ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THIS AGREEMENT AND THE PRIVACY POLICY DO NOT APPLY TO YOUR USE OF SUCH SERVICES OR SITES. YOU EXPRESSLY RELIEVE SERVICE PROVIDER (INCLUDING ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE, SERVICE, OR CONTENT, INCLUDING WITHOUT LIMITATION CONTENT SUBMITTED BY OTHER USERS.

22. Interactions with Other Users. You are solely responsible for your communications and other interactions with other users on or through the Services. Service Provider reserves the right, but has no obligation, to monitor interactions between you and other users. In connection with your RFPs and RFP responses, you represent and warrant that you have the authority to provide such communications to the other users you provide them to, and to bind your Organization (as applicable) to any terms contained in such communications. WE SHALL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIM ALL LIABILITY ARISING FROM, YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS, OR FOR ANY USER'S ACTION OR INACTION.

23. Disclaimer of Warranties. USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. THE SITE AND THE SERVICES ARE PROVIDED

"AS IS" AND "AS AVAILABLE". WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ACCURACY, TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ANY PRODUCTS OR SERVICES PROCURED OR OBTAINED IN CONNECTION WITH THE SERVICES, REGARDLESS OF ORIGIN, ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE MAKE NO WARRANTY THAT (i) ANY INFORMATION OR ADVICE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, (ii) THE QUALITY OF ANY SERVICES OR INFORMATION OBTAINED BECAUSE OF THE USE OF THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (iii) ANY ERRORS THAT IMPAIR THE FUNCTIONALITY OF THE SITE OR THE SERVICES WILL BE REPAIRED.

YOU ASSUME ALL RISK OF LOSS FROM DAMAGE TO, OR COMPROMISE OF THE SECURITY RELATING TO, YOUR COMPUTERS, SOFTWARE, HARDWARE, DRIVES, CODE, DATA, INFORMATION, CONTENT, INTELLECTUAL PROPERTY, AND OTHER PROPERTY OF ANY NATURE WHATSOEVER CAUSED IN ANY MANNER OR BY ANY METHOD. YOU ASSUME ALL RISK OF LOSS CAUSED BY VIRUSES, MALWARE, WORMS, OR OTHER PROGRAMS OR MATERIALS TRANSMITTED BY OR THROUGH THE SERVICES. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

24. Jurisdictional Limitations. Any warranty disclaimer, release, or provision in this Agreement does not apply to the extent that they are otherwise void or disallowed pursuant to the law of a jurisdiction whose laws apply to the interpretation or enforcement hereof, but nothing herein shall alter or change any choice of law provisions set forth in this contract. Any limitations imposed by such jurisdiction on warranty disclaimers are incorporated herein by reference to the limited extent required by law without waiving or amending any choice of law provision set forth in this contract.

25. *Privacy.* Service Provider cares about the privacy of our users. You understand that by using the Services you consent to the collection, use and disclosure of your personal information as set forth in our Privacy Policy, and to have your personal information collected, used, transferred to and processed in the United States.

26. *Limitation of Liability.*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SERVICES. UNDER NO CIRCUMSTANCES WILL SERVICE PROVIDER BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL CONTENT AND PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (G) CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SERVICE PROVIDER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO SERVICE PROVIDER HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

27. Indemnification. You agree to defend, indemnify and hold harmless Service Provider and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (a) your use of and access to the Site and Services, including any data or content transmitted or received by you; (b) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property rights; (d) your violation of any applicable law, rule or regulation; (e) Content or any content that is submitted via your User account including without limitation misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access and use of the Services with your unique username, password or other appropriate security code.

Notwithstanding the above, with respect to Services that Sextant AI delivers under the TCC contract, Sextant AI shall defend, indemnify and hold harmless TCC, NASPO, NASPO ValuePoint, the Lead State, the TCC Participating Entities, and the TCC Purchasing Entities along with their officers, agents and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of Sextant AI, its employees or subcontractors or volunteers, at any tier, related to the performance under the Terms of Service.

28. Governing Law, Arbitration, and Class Action/Jury Trial Waiver.

- a. *Governing Law.* You agree that: (i) we will be deemed solely based in the State of New York; and (ii) the Services will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. This Agreement will be governed by the internal substantive laws of New York, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

You agree to submit to the personal jurisdiction of the federal and state courts located in New York, New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that New York, New York is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

- b. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. For any dispute with us, you agree to first contact us at support@getsextant.ai and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute we have with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in New York, New York, unless you and we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. NOTHING IN THIS SECTION WILL BE DEEMED AS PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS.
- c. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES

FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

29. DMCA Notice; Notice of Claimed Infringement

Since Service Provider respects content owner rights, it is Service Provider's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA") or other applicable copyright laws.

If you believe that your copyrighted work has been copied or used in a way that constitutes copyright infringement and is accessible via the Services, please notify Service Provider's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Service Provider to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Sextant AI Inc.
370 Jay Street, 7th Floor
Brooklyn, New York 11201
Attn: Copyright Agent
Email: support@getsextant.ai

UNDER UNITED STATES FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Service Provider and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Service Provider's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. You may use the procedure above for notices of claimed infringement under other applicable laws.

In accordance with the DMCA and other applicable law, Service Provider has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Service Provider may also at its sole discretion limit access to the Services and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

30. Children under 13 The Site and Services are not intended for access or use by children under the age of 13 years.

31. Compliance with CalOPPA. Service Provider maintains a conspicuous Privacy Policy set forth below which is incorporated into this Agreement as if repeated verbatim.

32. Eligibility to Use the Site and the Services. You represent and warrant that you are not (i) a citizen or resident of any geographic area in which access to the Site or use of the Services is prohibited by statute, code, law, regulation, decree, treaty, proclamation, or administrative act; (ii) a city of resident of any geographic area, nation, country, or geopolitical subdivision subject to United States embargo or sanction; (iii) an individual, entity, or employee, agent, or representative of an individual or entity identified by the United States Department of Commerce's Denied Person or Entity List, the United States Department of Treasury's Specifically Designated Nationals or Blocked Persons Lists, or the United States Department of State's Debarred Parties List ; or (iv) otherwise ineligible to access the Site or use the Services in accordance with United States' export laws, applied sanctions, or economic regulations. You agree to immediately discontinue accessing and using the Site and Services if at any time you become ineligible to do so as set forth above.

33. Digital Signature. Pursuant to the U.S. Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et seq.), this Agreement is deemed executed on the date of and by your clicking to (i) accept these Terms of Service, (ii) create an account, or (iii) submit any payment to Service Provider.

34. *Electronic Records.* You agree that any notices, contracts, or other communications from Service Provider may be provided by electronic instead of paper means. You further represent that (i) you have read and understood this consent and (ii) you have the hardware and software necessary to receive electronic notices. This consent will remain in effect until withdrawn by you by contacting Service Provider. At the time of withdrawal of consent, your right to access the Site and use the Services will be terminated effective immediately. You agree to give us a reasonable time to comply with the withdrawal of consent and to continue to receive electronic notifications during such period.

35. *Notification Procedures and Changes to the Agreement.* Service Provider may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Site, as Service Provider determines in our sole discretion. Service Provider reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain notifications as required under applicable laws or as described in this Agreement or our Privacy Policy. Service Provider is not responsible for any automatic filtering you or your network provider may apply to email notifications Service Provider sends to the email address you provide us. Service Provider may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When Service Provider changes the Agreement in a material manner, Service Provider will update the 'last updated' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any part of this Agreement or any future Terms of Service, do not use or access (or continue to access) the Services.

36. *Miscellaneous Provisions.* Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect. This Agreement represents the entire understanding by and between the parties and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties. The parties acknowledge the receipt and sufficiency of the consideration set forth in this Agreement. You warrant that you read the foregoing Agreement, understand and acknowledge each of its provisions, have the authority to execute this Agreement on your own behalf as well as on behalf of any entity or third-party signatory, and agree

on your behalf and on behalf of any entity or third-party signatory to be bound by the terms and conditions herein. Service Provider shall be entitled to recoup from you its costs, including without limitation its reasonable attorneys' fees, in bringing or defending any lawsuit or other proceedings that concern in whole or in part the enforcement and/or interpretation of this Agreement. Service Provider shall not be liable if the performance of any obligation of Service Provider hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and Acts of God. Service Provider shall resume performance pursuant to the provisions of this Agreement upon the abatement of the *force majeure*.

37. *Contact.* Please contact us at support@getsextant.ai with any questions regarding this Agreement.