LEGAL

Terms of Service

Structured Software, Inc. (d/b/a Structured AI)

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Hello and welcome to Structured AI, an AI-powered quality assurance and quality control platform for construction and engineering documents.

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1. Definitions

Before we get started, let's review the terms used in these Terms.

(a) "Account" means an account created on the Structured AI Platform.

(b) "Authorized User" means an employee, contractor, or agent of a Subscribing Entity that is authorized to access and use the Services via the Structured AI Platform.

(c) "Content" means any text content, notification, email, video, image, audio, engineering document, construction drawing, or any other content or any combination thereof, in each case, that we make available or which we permit you to access, whether created by us, you, or a third party.

(d) "Customer Content" means any engineering documents, construction drawings, specifications, reports, or other files that a User uploads to, processes through, or makes available via the Structured AI Platform.

(e) "Individual Data" means any data that relates to any User's use of our Services.

(f) "Order" means, with respect to any User that is a Subscribing Entity, an order to subscribe to the Services hereunder as agreed by both you and Structured AI from time to time.

(g) "Services" means any software or services that we make available to you on the Structured AI Platform, as well as any offline services that we may provide to you, including without limitation the AI-powered document review, quality assurance, and quality control services made available on the Structured AI Platform.

(h) "Subscribing Entity" means a User that has executed an Order for the Services hereunder.

(i) "Terms" mean these Terms of Service, which are a legally binding agreement that governs your access to our Services.

(j) "Structured AI", "we", "us" or "our" means Structured Software, Inc., a Delaware corporation.

(k) "Structured AI Platform" or "Platform" means our website and related applications, including without limitation any desktop application, browser extension, Microsoft Word add-in, or other application that we may from time to time make available.

(l) "User" means a user of our Services, whether as a Subscribing Entity, Authorized User, or otherwise.

(m) "User Content" means any Content that any User provides to be made available through the Structured AI Platform, including without limitation any Account Information or Customer Content.

(n) "Website" means getstructured.ai.

(o) "you" or "your" means you.

2. Disclaimer

STRUCTURED AI PROVIDES AN AI-POWERED PLATFORM FOR QUALITY ASSURANCE AND QUALITY CONTROL REVIEW OF CONSTRUCTION AND ENGINEERING DOCUMENTS. STRUCTURED AI DOES NOT PROVIDE PROFESSIONAL ENGINEERING, ARCHITECTURAL, OR CONSTRUCTION SERVICES. THE SERVICES ARE INTENDED TO ASSIST QUALIFIED PROFESSIONALS IN REVIEWING DOCUMENTS AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL ENGINEERING JUDGMENT, LICENSED ARCHITECTURAL REVIEW, OR COMPLIANCE CERTIFICATION BY A QUALIFIED PROFESSIONAL.

STRUCTURED AI EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY OR LIABILITY ARISING IN CONNECTION WITH ANY RELIANCE ON THE OUTPUTS OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE AI-GENERATED REVIEWS, SUGGESTIONS, OR ANALYSES. USERS ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL OUTPUTS OF THE SERVICES AND FOR ENSURING COMPLIANCE WITH ALL APPLICABLE BUILDING CODES, STANDARDS, REGULATIONS, AND PROFESSIONAL REQUIREMENTS.

3. Acceptance of Terms

(a) PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND STRUCTURED AI ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT, AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN SECTION 13 OF THESE TERMS.

(b) IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR OTHERWISE USE OUR SERVICES, INCLUDING OUR WEBSITE. By using our Services or accessing any Content that we make available through our Services, you agree to these Terms. These Terms and our Privacy Policy, which is incorporated herein by reference, form a legally binding agreement between you and Structured AI.

(c) BY USING OUR SERVICES, INCLUDING OUR WEBSITE, YOU REPRESENT TO US THAT YOU CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW. Our Services are intended for use by qualified professionals and business entities in the architecture, engineering, and construction industries.

(d) These terms may have changed since your last visit. We reserve the right to revise these Terms in our sole discretion at any time and without prior notice to you other than by posting the revised Terms on our Website. Revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. Your continued use of our Services after a revised version of these Terms has been posted on our Website constitutes your binding acceptance of the revised Terms.

4. Login Credentials; Account Information; Communications

(a) Login Credentials. In order to use some of our Services, you may be required to create an Account by providing certain information. We may ask you to complete a registration form and create a username and password, or we may permit you to login through a third-party application such as Azure Active Directory or Microsoft 365 (your username, password for us or for any third-party application, your "Login Credentials"). Upon creating an Account, we may generate a unique identification code (your "User ID") associated with your Account. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your Account (including without limitation any financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials.

(b) Account Information. During your registration, you shall give truthful information about you (such as name, email address, company name, and phone number) (collectively, your "Account Information"). You represent, warrant and covenant to us that your Account Information is and shall remain accurate and up-to-date, and you understand that you are responsible for ensuring that your Account Information is accurate and for keeping your Account Information up-to-date. We may contact you to

verify your Account Information and may require you to provide additional information for purposes of fraud prevention and verifying your Account Information. We may suspend you from our Services if you do not provide such information within a reasonable period.

(c) Acknowledgement for You to Receive Communications. You hereby agree: (i) to receive communications, including emails, text messages, push notifications, mail and telephone calls, that are related to our Services; that any communications from us may also include marketing materials from us or from third parties; and that any notices, agreements, disclosures or other communications that we send to you electronically are deemed to satisfy any legal communication requirements. You may opt out from receiving our communications by emailing info@getstructured.ai or selecting to unsubscribe as may be provided in the applicable correspondence.

5. Our Services; Fees

We provide an AI-powered platform that reviews engineering and construction documents across multiple disciplines (mechanical, electrical, plumbing, civil, structural, architectural) to identify errors, inconsistencies, clashes, and code compliance issues. Our Platform allows Authorized Users to upload documents for automated review, receive AI-generated findings and suggestions, and manage the quality assurance process for their projects.

(a) General.

i. Hosting and Processing. The Services are a multi-tenant platform hosted in Microsoft Azure environments that Structured AI owns and operates in the United States. Customer Content is stored in those environments and is logically separated by organization, so that Authorized Users of one organization cannot access another organization's Customer Content through the Services. To provide the Services, Structured AI transmits Customer Content, including page images and extracted text, to the AI and processing subprocessors listed at https://getstructured.ai/legal/subprocessors/. Some of those subprocessors process data outside the United States. A dedicated deployment, including one in a Subscribing Entity's own Azure tenant, is available only where an Order expressly provides for it, and the Order then governs where that Subscribing Entity's Customer Content is hosted.

ii. Fees. With respect to Users that are Subscribing Entities, you agree to pay the fees set forth in the Order between you and Structured AI in accordance with the terms of such Order.

iii. Taxes. You are solely responsible for understanding and evaluating any tax liability related to your use of the Services, as well as paying any such tax liability to the applicable governmental authorities. Structured AI recommends that you consult with a tax advisor for such advice and documentation. You are solely responsible for any taxes arising from your use of the Structured AI Platform and the Services, excluding taxes on our income.

(b) Evaluations. If you or your organization share documents with us so that we can demonstrate the Services before you subscribe (an "Evaluation"), this Section 5(b) applies in addition to the rest of

these Terms.

i. Mutual Non-Disclosure Agreement (Optional). Before you upload anything, we offer you a mutual non-disclosure agreement already signed by Structured AI. You may sign it, ask us for changes, or send us your own. If you and Structured AI sign a non-disclosure agreement, it governs the confidentiality of your documents and the results, and prevails over this Section 5(b) where they conflict. You do not have to sign one to run an Evaluation.

ii. Workspace. We create a workspace on the Platform for your organization. You upload the documents you choose into that workspace. We do not collect documents for an Evaluation in any other way unless you ask us to.

iii. Review by Our Staff. Structured AI personnel review the documents you upload, choose which ones to include, and review every AI finding before you see it.

iv. Processing in Our Environment. To run the Evaluation, we make a copy of the included documents in Structured AI's own workspace on the Platform and run our AI review on that copy. The copy is processed by the AI and processing subprocessors described in Section 5(a)(i).

v. Who Sees the Results. Results are visible to Structured AI personnel. If we share results with you, we place them in your organization's workspace, where only your organization's signed-in users can see them. We do not show your documents or results to any other customer.

vi. Confidentiality and Training. Your documents and the results are confidential information under Section 7(h) and any non-disclosure agreement under Section 5(b)(i), and Section 7(i) (No Model Training) applies to them.

vii. No Fees. There is no charge for an Evaluation, and you cannot run paid features during it. Nothing in an Evaluation obliges you to subscribe.

viii. If You Do Not Subscribe. On request, we will permanently delete your uploaded documents, our copy and the results, as described in Section 7(g). If you subscribe, your workspace and any shared results stay in place under your Order.

6. Scope of Service; Modifying and Terminating Service

(a) Modification of Services. We may change and update our Services at any time. We may add or remove features including without limitation making free Services paid Services and vice versa. We will endeavor to give you appropriate advance notice about any major changes, although you understand that we may stop, suspend or change our Services at any time without prior notice. If you do not like our Services or these Terms, or would like to provide constructive feedback, please let us know by contacting us at info@getstructured.ai. We do not promise to make any changes that you suggest, and your sole remedy if you are dissatisfied with our Services or these Terms is that you may discontinue your use of our Services.

(b) Suspension of Services. We may alter, suspend or discontinue our Services in whole or in part, at any time and for any reason, without notice. Our Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. You will be solely responsible for procuring any hardware, software or other materials that are required or recommended for your use of our Services.

(c) Termination by Us. We may terminate your access to our Services, in our sole discretion, for any reason and at any time. If you have provided us with your email address, we will endeavor to provide electronic notice to you at such email address. You agree that we are not liable to you or any third party for any termination of your access to our Services.

(d) Termination by You. You may terminate these Terms at any time by ceasing to use our Services and, if applicable, by closing your Account. We may provide instructions on our Platform for how to close your Account, and may update such instructions from time to time.

(e) Telecommunications. When using our Services, your telecommunications carrier's normal rates and charges apply. Unless otherwise set forth in these Terms, we are not responsible for any charges you incur from your telecommunications carrier or otherwise as a result of use of our Services.

(f) Survival of Terms. The following Sections of these Terms and any accrued obligations will survive any termination of these Terms: Section 2, Section 3, Section 5(a)(ii)-(iii), Section 5(b)(v)-(vi) and (viii), Section 6(f), Section 7(a), Section 7(c), Section 7(d), Section 7(e), Section 7(f), Section 7(g), Section 7(h), Section 7(i), Section 8(b), Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, and any related definitions.

7. Intellectual Property; Licenses; Content; Individual Data

(a) Content, Individual Data, Suggestions.

i. Our Content. Subject to these Terms and any other agreement between you and us, we hereby grant you a limited, personal, non-transferable, non-exclusive, non-sublicensable, revocable license to access and use Content that we make available through our Services, solely for your internal business use, and subject to any restrictions on certain types of Content set forth in these Terms. You understand that the Content that is posted on our Services is used by you at your own risk.

ii. Changes to Content. We reserve the right to make changes to any Content or descriptions of our Services without obligation to issue any notice of such changes.

iii. Customer Content Ownership. You retain all right, title, and interest in and to your Customer Content. You hereby grant to us a non-exclusive, limited license to process, reproduce, and prepare derivative works of your Customer Content for the purpose of providing, supporting and securing the Services for you, and, where you have agreed, for testing and evaluating the quality of the Services, provided that Customer Content used for testing is not disclosed to any other customer.

Customer Content is stored and processed as described in Section 5(a)(i) and retained as described in Section 7(g).

iv. Your Responsibility for User Content. You are solely responsible for all of your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through our Services, nor any use of your User Content by Structured AI on or through the Structured AI Platform or our Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

v. Individual Data. You will own your Individual Data. You hereby grant us a non-exclusive, limited license to reproduce, distribute, and prepare derivative works of any Individual Data solely for the purpose of improving and providing the Services.

vi. Unsolicited Feedback. We welcome your feedback, ideas and suggestions (collectively, "Suggestions"). If you send us any Suggestions, you agree that: (1) your Suggestion(s) become our property and you are not owed any compensation in exchange; (2) none of the Suggestion(s) contain confidential or proprietary information of any third party; (3) we may use or redistribute Suggestion(s) for any purpose and in any way; (4) there is no obligation for us to review your Suggestion(s); and (5) we have no obligation to keep any Suggestions confidential.

(b) Applications; License to Use.

i. License to Use. Subject to these Terms and any other agreement between you and us, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use any application we may offer on a compatible device for your internal business purposes and use of our Platform or Services, in each case, solely in the manner enabled by us.

ii. Limitations; Revocation. Your license to use our Platform and Services is automatically revoked if you violate these Terms. From time to time, we may upgrade our Services or make improvements to our Services. You agree that these Terms will apply to all such upgrades or improvements. The foregoing license grant is not a sale of any application we may provide or the Website or a sale of a copy of any such application or our Website, and we retain all rights and interest in our Services. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

(c) No Implied Licenses. Nothing contained on our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the written permission of the third party that may own the trademark or copyright of material displayed on our Services.

(d) Copyright Infringement; DMCA Policy. If you believe that any materials on our Services infringe your copyright, you may request that such materials be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an agent and must include the following: (i) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (ii) identification of the material that you believe to be infringing, including a description of the material, and its location on our Website; (iii) your name, address, telephone number and email address; (iv) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law; (v) a statement that the information in your claim is accurate; and (vi) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf. Our agent for copyright issues relating to our Services is Raymond Zhao, Structured Software, Inc., or info@getstructured.ai.

(e) Privacy Policy. Our Privacy Policy describes the collection, use and disclosure of data by us in connection with our Services. Our Privacy Policy, as may be updated by us from time to time in accordance with its terms, is hereby incorporated into these Terms, and you hereby agree to the collection, use and disclosure practices set forth therein.

(f) Security. You acknowledge that our Services use the Internet for data transfer and Internet-connected servers to store Content and Individual Data. While we use commercially reasonable security measures for such servers, including controls covered by an independent SOC 2 Type 2 examination (a copy of the report is available under a non-disclosure agreement), encryption in transit (TLS 1.2 or higher) and at rest (AES-256), and access controls for Structured AI personnel, no security measures are entirely effective and Internet communications may have inherent insecurities. As such, we make no representations or warranties regarding the security offered in respect of our Services. (g) Retention and Deletion. Structured AI retains Customer Content for as long as your organization's Account is active or as needed to provide the Services. Deleting a document, folder or project in the Platform removes it from your Authorized Users' view; it is permanently deleted from active storage when your organization's data is deleted under this Section. An organization owner may request permanent deletion of all of the organization's data from account settings, and Structured AI will do the same on written request, including at or after the end of your Order. Deletion takes effect seven (7) days after it is requested unless it is cancelled during that period, and access to the organization's Account ends when it is requested. Deleted files remain recoverable in storage for up to seven (7) days after deletion. Copies in encrypted backups are kept for up to thirty-five (35) days and copies in application logs for up to thirty (30) days, and are not restored except for disaster recovery. (h) Confidentiality and Access. Structured AI treats Customer Content as your confidential information and will not disclose it to any third party except to subprocessors as needed to provide the Services, or as required by law. Structured AI personnel may access Customer Content to provide support, review AI outputs for quality, investigate problems, and maintain security; such access is limited to personnel bound by confidentiality obligations and is logged. (i) No Model Training. Structured AI does not use Customer Content to train or fine-tune AI models, and its AI model subprocessors do not use Customer Content to train their models. Those subprocessors process Customer Content under zero data retention terms with Structured AI, subject to limited exceptions in those terms for safety

screening and legal requirements; in particular, image and file inputs sent to OpenAI may be retained for safety screening.

8. Your Use; Prohibited Conduct

(a) General. As a condition of your use of our Services, you will not use our Services for any purpose that is unlawful or otherwise prohibited by these Terms. You further agree to comply with any other applicable terms and conditions of use set forth on our Services. We reserve the right, without prior notice to you and in our sole discretion, to terminate your access to our Services if we decide that your use violates these Terms, including for the reasons listed in this Section 8, or for any other reason.

(b) Prohibited Use; Unauthorized Access. You agree not, and will not permit any person or entity, to: (i) use, or allow the use of, our Services for any unfair or deceptive practices or in contravention of any federal, state, local, foreign or other applicable law or rules and regulations of regulatory or administrative organizations; (ii) act in a fraudulent, tortious, malicious or negligent manner when using our Services; (iii) act in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other party's use of our Services; (iv) obtain or attempt to obtain any information through any means not intentionally made available through our Services; (v) obtain unauthorized access to any computer system through our Services; (vi) circumvent, remove or otherwise interfere with any security-related features of our Services, features that prevent copying or using any part of our Services or features that enforce limitations on the use of our Services or any Content; (vii) introduce viruses, worms, Trojan horses and/or harmful code to our Services; and (viii) use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of our Services or any Content. In the event that you gain access to information not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession.

(c) Prohibited Content and User Activity. You agree that you will not, and will not authorize or facilitate any attempt by another person or organization to use our Services to: (i) transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, or otherwise objectionable, as determined by us; (ii) post defamatory statements; (iii) post hateful or offensive Content; (iv) post Content which infringes another's copyright, trademark or trade secret; (v) post unsolicited advertising or unlawfully promote products or services; (vi) harass, threaten, bully, stalk or intentionally embarrass or cause distress to another person or entity; (vii) invade the privacy of any person; (viii) create a false identity or impersonate another person or entity; or (ix) encourage conduct that would constitute a criminal or civil offense.

(d) Intellectual Property Infringement. You agree that the structure, organization and code used in conjunction with our Services are proprietary to us. You shall not, and shall not permit any person or entity to: (i) use our Services on a service bureau, time sharing or any similar basis, or otherwise for the benefit of any other person or entity without our consent; (ii) alter, enhance, or make derivative works of our Services or any Content available through the foregoing; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from our Services; or (iv) sell,

transfer, publish, disclose, display or otherwise make available our Services including any modifications, enhancements, derivatives and other software and materials provided hereunder by us or copies thereof to others in violation of these Terms.

9. Third Party Services

(a) Third Party Service. Our Service may include features or functionalities that interoperate with services operated by third parties, including Microsoft Azure and the AI and processing providers listed at https://getstructured.ai/legal/subprocessors/, which Structured AI may update from time to time. We have no control over any features or functionalities offered by any third party, and those features or functionalities may be modified, suspended or terminated at any time with no notice.

(b) Third Party Links. Our Services may contain links to third party sites. These links are provided to you as a convenience, and we are not responsible for the content of any linked third party site. Any third party site accessed from our Services is independent from us, and we have no control over the content of that site. In addition, a link to any third party site does not imply that we endorse or accept any responsibility for the content or use of such site.

(c) Providers of Third Party Platforms. You hereby acknowledge and agree that all of our licensors, suppliers or other third parties: (i) are not parties to these Terms; (ii) have no obligation whatsoever to furnish any maintenance or support services with respect to Structured AI; (iii) are not responsible for addressing claims by you or any third party relating to our Services, including without limitation any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; and (iv) have no responsibility to investigate, defend, settle or discharge any claim that our Services or use thereof infringes any third party intellectual property rights.

10. Limitation of Liability; Disclaimers; Miscellaneous

(a) Disclaimer.

i. No Warranty. OUR SERVICES AND ALL CONTENT ON OR ACCESSIBLE FROM OUR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE THROUGH OUR SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES PROVIDED BY OUR SERVICES WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED; OR (iv) THAT OUR SERVERS OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ii. AI Output Disclaimer. THE OUTPUTS GENERATED BY OUR AI-POWERED SERVICES ARE PROVIDED FOR INFORMATIONAL AND ASSISTIVE PURPOSES ONLY. SUCH OUTPUTS DO NOT CONSTITUTE PROFESSIONAL ENGINEERING ADVICE, ARCHITECTURAL CERTIFICATION, OR LEGAL COMPLIANCE VERIFICATION. USERS MUST INDEPENDENTLY VERIFY ALL AI-GENERATED

FINDINGS AND SHOULD NOT RELY SOLELY ON THE SERVICES FOR CODE COMPLIANCE, SAFETY DETERMINATIONS, OR FINAL DESIGN DECISIONS.

iii. Waiver of Liability. WE AND OUR AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS. Under no circumstances will we be liable for any loss or damage caused by failed delivery or receipt of Content or any third party's use or distribution of Content.

(b) Limitation of Liability.

i. General. IN NO EVENT SHALL WE BE LIABLE TO YOU, ANY OTHER USER OF OUR SERVICES, ANY THIRD PARTY PROVIDER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF OUR SERVICES, YOUR CONTACT INFORMATION, CONTENT OR ANY INFORMATION CONTAINED THEREON OR IN CONNECTION THEREWITH, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

ii. Limitation. OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO STRUCTURED AI IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $100.00, WHICHEVER IS GREATER.

iii. Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BUT SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) Indemnification. By using our Services, you hereby agree to indemnify and hold harmless us and our officers, directors, employees and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense (collectively, "Claims"), including without limitation attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with (i) your provision of any Content, (ii) your use of our Services, (iii) any user or other third party's use of any Content that you submit via our Services, and/or (iv) your reliance on any outputs of the Services. At our option, you agree to defend us from any Claims.

(d) Waiver of Rights. Structured AI's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized agent of Structured AI.

(e) Successors and Assigns; Binding Effect. You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without our consent. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees and permitted assigns.

(f) Independent Contractor Status. We and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of each other.

(g) Entire Agreement; Amendment; Interpretation. These Terms, including our Privacy Policy and, to the extent you are a Subscribing Entity, the applicable Order between you and Structured AI, contain the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written) with respect to the transactions and matters contemplated herein, and cannot be amended except by a writing signed by both parties or by our posting of an amended version of these Terms on our Website. The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

11. Jurisdictional Issues

We make no representation that information on our Services is appropriate or available for use outside of the United States of America. Those who choose to access our Services from outside such market do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. By using our Services, you consent to having your Login Credentials and any personal information that you provide to us transferred to and processed in the United States of America, and, where a subprocessor processes data outside the United States, in the locations those subprocessors operate, subject to the restrictions on such data as provided in our Privacy Policy.

12. Governing Law; Dispute Resolution

These Terms, and any dispute between you and us, shall be governed by the laws of the State of New York without regard to principles of conflicts of law that would result in the application of the law of any other jurisdiction, except that the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions set forth below. Unless you and we agree otherwise, in the event that Section 13 is found not to apply to you or to a particular claim or dispute, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in New York County, New York, except that you or we are permitted (a) to bring small claims actions in state court in the county in which you reside; (b) to bring claims for injunctive relief in any court having jurisdiction over the parties; or (c) to seek enforcement of a judgment in any court having jurisdiction over the parties. To the extent permitted by law, you and we agree to waive trial by jury in any court proceeding.

13. Agreement to Arbitrate; Waiver of Class Action

(a) Mandatory Arbitration of Disputes; Arbitration Procedures. Except if you opt-out or for disputes relating to your or our intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents) or for items (a)-(c) set forth in Section 12, you agree that all disputes between you and us (whether or not such dispute involves a third party) arising out of or relating to these Terms, our Services, and/or our Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in the State of New York, under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and you and we hereby expressly waive trial by jury. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction.

(b) Class Action Waiver. Any claims brought by you or us must be brought in such party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You agree and acknowledge that neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You hereby waive any and all rights to bring any claims related to these Terms and/or our Privacy Policy as a plaintiff or class member in any purported class or representative proceeding.

(c) Opt-out. You may opt out of this Agreement to Arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the Agreement to Arbitrate and must include your name, address, phone number, and your Structured AI account, if applicable, to which the opt-out applies and a clear statement that you want to opt out of this Agreement to Arbitrate. You must sign the opt-out notice for it to be effective. You must use this address to opt out: Structured Software, Inc., ATTN: Arbitration Opt-Out, or email info@getstructured.ai.

(d) Effect of Changes on Arbitration. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to the Arbitration Procedures in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change.

(e) Survival. This Section 13 will survive the termination of your relationship with us.

14. Contact Information

If you have any questions about these Terms, please contact us at info@getstructured.ai.