



## TERMS OF SERVICE

<a href="#">1. General</a>	<a href="#">10. Additional Covenants</a>
<a href="#">2. Use Of The Services</a>	<a href="#">11. Miscellaneous</a>
<a href="#">3. Ordering And Payment.</a>	<a href="#">12. Definitions</a>
<a href="#">4. Data And Ip Rights</a>	
<a href="#">5. Confidentiality</a>	Exhibits:
<a href="#">6. Warranties</a>	<a href="#">Data Processing Addendum</a>
<a href="#">7. Limitation Of Liability</a>	<a href="#">Data Security Addendum</a>
<a href="#">8. Indemnification</a>	<a href="#">Customer Support Exhibit</a>
<a href="#">9. Term And Termination</a>	<a href="#">Service Availability Exhibit</a>

### 1. GENERAL

**1.1 Services.** During the Subscription Term, Treasure AI shall make available to Customer, and Customer is authorized to access and use, the Service(s) solely for Customer's internal business purpose in accordance with the terms and conditions of this Agreement and the Documentation. Treasure AI reserves the right to update, modify and refine the Services from time to time, provided the changes do not materially reduce the features, functionality or security of any Service during the Subscription Term.

**1.2 Support; SLA.** Treasure AI shall provide the Services in accordance with service level commitments set forth in the Service Availability Exhibit and Customer's plan level as specified in the Order Form. Treasure AI shall provide technical support for the Services in accordance with the Support Exhibit and Customer's plan level as specified in the Order Form.

**1.3 Privacy; Security.** The Parties shall comply with their obligations under the Data Processing Addendum, which is an integral part of this Agreement. Treasure AI will maintain and implement a written security program with physical, administrative and technical safeguards ("**Security Measures**") designed to prevent the accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data and aligned to ISO27001 or a substantially equivalent standard, including (as of the effective date of this Agreement) the Security Measures described in the Data Security Addendum.

**1.4 Professional Services.** Customer may order Professional Services from time to time by entering into an SOW and/or Order Form with Treasure AI. Unless the SOW or Order Form states otherwise, Customer shall reimburse Treasure AI for all reasonable, pre-approved and appropriately documented travel and related expenses incurred by Treasure AI in performing Professional Services. Customer will provide such information, resources, and assistance as Treasure AI may reasonably request in order to provide the Professional Services. If Customer invites Treasure AI personnel to access any facilities, devices, accounts or systems under its control, Customer shall provide reasonable training and instruction regarding its security policies and practices.

**1.5 Third-Party Services.** Treasure AI may provide certain application programming interfaces (APIs), software tools and configurations designed to enable the Service to exchange data with Third-Party Services (collectively, "**Connectors**"). Customer shall use a Connector only if and as permitted by Customer's contract with the corresponding Third-Party Service provider. Treasure AI shall use commercially reasonable efforts to maintain the Connectors in working condition and repair any defects within its control as promptly as practicable; *provided*, Treasure AI cannot guarantee the continued availability of any particular Connector. This paragraph states Treasure AI's sole support and service level commitments with respect to Connectors.

**1.6 Beta Services.** Treasure AI may offer Beta Services at no charge to some or all of its customers from time to time. Beta Services are provided "AS IS" and without any support or service level commitments hereunder. Treasure AI may cease providing Beta Services as free services (or altogether) at any time in its sole discretion.

### 2. USE OF THE SERVICES

**2.1 User Accounts.** Customer is responsible for its Users' compliance with this Agreement and shall ensure that only authorized Users access and use the Service through its account. Customer shall maintain the confidentiality of its and its Users' account credentials. Customer shall promptly notify Treasure AI upon discovery of any compromise of login credentials or User Account Information and will cooperate with Treasure AI in its investigation and remediation of the incident. Treasure AI shall not be liable for any unauthorized access of Customer Data through a User account unless such access resulted from Treasure AI's breach of its obligations hereunder.

**2.2 Usage Limitations.** Order Forms may specify limits on one or more quantifiable elements of Customer's usage of a Service (collectively, "**Usage Limitations**"). Customer shall be responsible for monitoring its usage in relation to the Usage Limitations and for taking steps to reduce its usage if and as necessary to remain within the Usage Limitations. At Customer's request, Treasure AI shall work with Customer to try to optimize its usage in conformity with the Usage Limitations. In the event Customer exceeds a Usage Limitation, Customer agrees to pay any incremental fees specified in the Order Form, subject to any cure periods set forth therein.

## 2.3 Use Restrictions.

**2.3.1 General.** Customer shall use the Services, the Tools and any Customizations (collectively, the “**Solution**”) only for lawful purposes and in compliance with applicable Laws. Customer shall not (and shall ensure that the Users do not): (1) sell, resell, rent or lease the Solution or make the Solution available for use by or for the benefit of any third party; (2) modify, reverse engineer, decompile, reproduce or otherwise attempt to create derivative works of the Solution or attempt to merge the Solution with other software or services, except as expressly permitted in the Documentation or by applicable Law; (3) access or use the Solution to develop a similar or competing product or service or otherwise copy any features or functions of the Solution; (4) use the Solution to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs; (5) intentionally or recklessly use the Solution in a manner that impairs or disrupts the security, integrity or performance thereof; or (6) use the Solution to infringe the intellectual property rights or otherwise violate the rights of any third party.

**2.3.2 Sensitive Data.** Customer shall not use the Service to process Sensitive Data, except (a) as expressly permitted in an Order Form and (b) in the case of Personal Data regulated by the U.S. Health Insurance Portability and Accountability Act (“**HIPAA**”), after the Parties have entered into a business associate agreement as required by HIPAA.

## 2.4 Artificial Intelligence.

### 2.4.1 AI Services.

(a) Treasure AI shall not use, and shall not authorize third parties to use, Customer Content to train AI Services. As between the Parties, Customer owns the Output, and Treasure AI hereby assigns to Customer any and all right, title and interest it may have to the Output.

(b) Customer acknowledges and agrees that Output may not be unique and that other Treasure AI customers may obtain the same or similar Output when using AI Services; that Output may contain errors, omissions and inaccurate or misleading factual assertions; and that the AI Services may generate Output that is unexpected or unsuitable for some uses. It is Customer’s responsibility to evaluate whether Outputs are appropriate for Customer’s use case, including human review where appropriate, before using, relying on or sharing Outputs. **THE FOREGOING QUALIFIES TREASURE AI’S REPRESENTATIONS AND WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR SUITABILITY OF THE CONTENT OF OUTPUT.**

(c) Customer represents, warrants and agrees that: (i) it has all rights, licenses, consents and permissions required to submit Input to AI Services in compliance with all applicable Laws; (ii) it shall comply with the AI Acceptable Use Policy at [www.treasure.ai/terms/ai-acceptable-use-policy/](http://www.treasure.ai/terms/ai-acceptable-use-policy/) in connection with its use of AI Services; and (iii) it shall comply with any moderation and reporting requirements under applicable Law in respect of Customer Content.

(d) Customer acknowledges that Treasure AI uses certain third-party sub-processors to provide AI Services (“**AI Service Providers**”) as described at [www.treasure.ai/terms/sub-processors](http://www.treasure.ai/terms/sub-processors). If Customer uses AI Services, Customer consents to the processing of Customer Content, including any Personal Data contained therein, by the applicable AI Service Providers.

(e) If AI Services are provided through Amazon Bedrock, the AI Service Provider may share information about Customer’s use of a third-party model on Amazon Bedrock with the provider of that third-party model. For the avoidance of doubt, any such information shall be limited to aggregate usage metadata, shall exclude Customer Data and shall not include any information that would identify Customer by name. Treasure AI shall use commercially reasonable efforts to configure its use of Amazon Bedrock to minimize the information shared with third-party model providers.

**2.4.2 Automated Decision-Making.** Customer acknowledges that the Solution may utilize machine learning and predictive artificial intelligence in order to evaluate or classify individuals or groups based on their behavior or personality characteristics. Customer shall use the Solution in compliance with applicable Laws governing profiling and automated decision-making.

### 2.4.3 Agentic AI Services.

(a) Some AI Services, or features or components thereof, may be enabled by Customer or a User to perform automated tasks (“**Actions**”) on behalf of Customer or User (such AI Services, “**Agentic AI Services**”). An Agentic AI Service may, for example, be enabled to (i) sign into a Third-Party Service on behalf of a User, and access and share confidential data stored in such Third-Party Service, or (ii) perform Actions on behalf of a User that alter data and/or settings in the Service or a Third-Party Service, such as generating code, or copying and sharing files. Agentic AI Services may perform unexpected Actions, or Actions that have unanticipated downstream consequences, particularly when interacting with other AI systems.

(b) Treasure AI shall maintain commercially reasonable technical guardrails and safety controls designed to prevent Agentic AI Services from taking Actions outside the scope of authorization configured by Customer (which may include, for example, where commercially feasible, logging and audit capabilities, prompt injection protections and/or kill switch functionality).

(c) In designing and deploying Agentic AI Services, Customer shall be responsible for configuring the appropriate scope of authorization and level of human supervision for each Agentic AI Service and monitoring the Actions taken by Agentic AI Services using the tools provided by Treasure AI. Customer shall be solely responsible for any Actions taken by an Agentic AI Service that are within the scope of authorization configured by Customer, including Actions taken in response to data provided or actions performed by a Third-Party Service authorized to interact with the Agentic AI Service.

### 3. ORDERING AND PAYMENT.

**3.1 Orders.** Customer may order Services and Professional Services from Treasure AI by entering into Order Forms and/or SOWs under this Agreement. Treasure AI may, at its discretion, also permit Affiliates to order Services by entering into an Order Form or SOW under this Agreement, each of which will establish a new and separate agreement directly between Treasure AI and such Affiliate.

**3.2 Payment.** All amounts are payable in the currency set forth in the Order Form, without offset, deduction or withholding of any kind, except for amounts disputed in good faith in writing. Unless otherwise stated in the Order Form, undisputed payments are due within thirty (30) days after the invoice date, and Service fees are payable annually in advance. Except as expressly stated herein, all payment obligations are non-cancelable, and all payments are non-refundable. Treasure AI may charge Customer interest at the rate of 1.5% per month or the maximum amount permitted by law, whichever is lower, on any late undisputed payments.

**3.3 Taxes.** All payments under this Agreement are exclusive of Taxes. Customer is solely liable for and will pay all Taxes associated with its purchase of, access to or use of the ordered Services. For the avoidance of doubt, Taxes will not be deducted from payments to Treasure AI, except as required by applicable Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Treasure AI receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. When applicable, Customer will provide its VAT or GST identification number(s) on the Order Form. Customer will use the ordered Services for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s). Treasure AI and Customer (each, a "**Party**" and together, the "**Parties**") are responsible for their respective income tax.

**3.4 Renewal.** The initial Subscription Term for Services shall be set forth in the applicable Order Form. Unless the Order Form states otherwise, Services will automatically renew for successive one (1) year Subscription Terms, unless either Party provides at least 30 days notice of non-renewal.

### 4. DATA AND IP RIGHTS

#### 4.1 Customer Data.

(a) As between the Parties, Customer Data is owned solely and exclusively by Customer. Customer authorizes Treasure AI to use, copy, store, transmit, display, modify and create derivative works of Customer Data, but only as reasonably necessary to: (i) provide Services to Customer in accordance with this Agreement; (ii) prevent or address any technical, support or security issues related to the Services; or (iii) comply with applicable Laws.

(b) Customer represents and warrants that: (i) Customer has a lawful basis to transfer Customer Data (including Personal Data included therein) to the Service for processing in accordance with this Agreement; (ii) Customer shall permit the Service to process only Personal Data that have been lawfully and validly collected, including by means of any consents and/or notices required by Law; and (iii) the transfer of Customer Data to, and its export from, the Service by Customer or at its instruction in accordance with this Agreement shall not violate any Laws.

**4.2 Usage Data.** Customer agrees that Treasure AI may collect, retain and use Usage Data solely for the purpose of: (a) supporting and maintaining the Service; (b) identifying opportunities for Customer to optimize its use of the Services; (c) identifying opportunities for Treasure AI to improve the Service and/or develop additional products and services; and (d) developing and distributing general benchmarks or statistics pertaining to the Service, *provided* such benchmarks and statistics do not contain any Personal Data or information that could identify Customer. For the avoidance of doubt, *Usage Data does not include and is not derived from Customer Data.*

**4.3 Data Export and Deletion.** Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Treasure AI will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Treasure AI will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

**4.4 Software Tools.** In connection with its provision of a Service, Treasure AI may make available certain web-based, desktop or mobile software applications, software development kits (SDKs), APIs and other software tools (collectively, "**Tools**") to be deployed in Customer's network environment or on compatible devices or web properties under its control. Treasure AI grants

Customer a limited, revocable, non-exclusive, non-transferable (except in connection with permitted assignments), non-sublicensable right and license to copy and use the Tools during the Subscription Term solely in connection with its use of the Service, subject to the terms and conditions of this Agreement, the Documentation and any license terms specific to such Tools. Customer and its Users shall promptly implement the latest updates, releases, patches or upgrades for the Tools. Treasure AI may, in its sole discretion, discontinue the availability or compatibility of Tools on a particular operating system, device, or platform.

#### 4.5 Other IP Rights.

**4.5.1 General.** As between Treasure AI and Customer, Customer shall own all Customer IP and Treasure AI shall own all Treasure IP. This Agreement is not a sale and does not convey to Customer any rights of ownership in Treasure IP, and all rights in Treasure IP not expressly granted to Customer are reserved by Treasure AI. Each Party grants the other Party a limited, non-exclusive, non-transferable (except in connection with permitted assignments) license during the Subscription Term to use any Newly Created IP owned by such licensing Party for purposes of providing or using (as applicable) the Solution, including any deliverables provided pursuant to an SOW.

**4.5.2 Feedback.** If Customer provides any ideas, suggestions or recommendations (whether in oral or written form) to Treasure AI or its Affiliates regarding the Service or Tools ("**Feedback**"), Treasure AI may use that information without any obligation to Customer, and Customer hereby irrevocably assigns to Treasure AI all right, title, and interest in that Feedback. For avoidance of doubt, Feedback shall not include any Customer Confidential Information or Customer IP.

### 5. CONFIDENTIALITY

**5.1 Obligations.** Each Party will maintain the confidentiality of and prevent the unauthorized disclosure of the Confidential Information of the other Party. Each Party will protect such Confidential Information with at least the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature. Each Party will limit disclosure of Confidential Information to employees and contractors of such Party and its Affiliates who need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as the restrictions described in this Section 5. Except as otherwise permitted under this Agreement, neither Party will use the other's Confidential Information for any purpose other than fulfilling its obligations or exercising its rights under this Agreement or as necessary for the provision or use of the Services. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information and shall reasonably cooperate with the other Party in attempts to limit disclosure.

**5.2 Permitted Disclosure.** Notwithstanding the foregoing, the receiving Party may disclose the other Party's Confidential Information: (a) to the extent required pursuant to a court order or as otherwise required by law, provided that the Party required to make the disclosure promptly notifies the other Party upon learning of such requirement (unless restricted by law) and has given the other Party a reasonable opportunity to contest or limit the scope of such required disclosure; (b) to designated third parties under written authority from the disclosing Party; and (c) to the receiving Party's legal counsel, accountants or professional advisors to the extent necessary for them to advise on the interpretation or enforcement of the Agreement, provided they agree to maintain the confidentiality.

### 6. WARRANTIES

**6.1 By Treasure AI.** Treasure AI warrants to Customer as follows:

(a) with respect to each Service provided to Customer, that: (i) Customer's production instance(s) of the Service shall substantially conform to the Documentation; (ii) Treasure AI shall provide the Service in compliance with all Laws applicable to it (without regard to Customer's specific use of Customer Data processed by the Service); and (iii) neither the Service nor any associated Tools shall contain computer viruses, spyware, time bombs, worms, trojan horses or other contaminants intended to damage or disable Customer Data or Customer's systems; and

(b) that Professional Services will be performed (i) in a competent, workmanlike and professional manner and (ii) substantially in accordance with the applicable SOW and/or Order Form.

Customer shall promptly notify Treasure AI of any failure of the Service or Professional Services to comply with this Section to Treasure AI, citing breach of warranty under this Section 6.1. In the event Treasure AI fails to correct any such non-conformance or provide Customer with an alternative means of accomplishing the desired performance, Customer may terminate the affected Service or Professional Services in accordance with Section 9.2(a) below, and Treasure AI will refund Customer any prepaid fees covering the remainder of the Subscription Term after the effective termination date.

**6.2 Exceptions.** Treasure AI's warranties in Section 6.1 shall not apply to (a) Beta Services, (b) Customer's use of the Service in breach of this Agreement or in violation of applicable Law or (c) any modification of the Service or Tools not made by or at the direction of Treasure AI. The warranty in Section 6.1(a)(i) shall also exclude the impact of any Customizations.

**6.3 DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TREASURE AI DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS. TREASURE AI SHALL NOT BE RESPONSIBLE FOR THE TRANSMISSION OF CUSTOMER DATA OVER NETWORKS OUTSIDE OF TREASURE AI'S CONTROL.

## **7. LIMITATION OF LIABILITY**

7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 7.3 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, DAMAGE TO REPUTATION OR GOODWILL OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 7.3 BELOW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL NOT EXCEED THE SUPER-CAP AMOUNT, IN THE CASE OF SUPER-CAP CLAIMS, OR THE GENERAL-CAP AMOUNT, IN ALL OTHER CASES.

7.3 Exceptions. Sections 7.1 and 7.2 shall not apply to (a) an Infringement Claim, (b) the defense costs for any other Claim indemnified under Section 8 below, (c) a breach of Section 5 (Confidentiality), except where it is based upon a Security Incident, (d) infringement of the other Party's intellectual property rights, (e) death or bodily injury resulting from a Party's gross negligence or intentional misconduct or (f) any liabilities that cannot be limited or excluded by applicable Law. Section 7.2 shall also not apply to Customer's obligation to pay for Services or Professional Services. The applicable liability caps set forth in this Section 7 shall apply to this Agreement and any other agreement(s) between the Parties that pertain to the Services on an aggregated basis.

## **8. INDEMNIFICATION**

### **8.1 By Treasure AI.**

**8.1.1** Treasure AI will, at its expense, defend Customer from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations) ("**Claims**") to the extent arising out of or based on: (a) an allegation that the Service or any Output generated by an AI Service infringes, misappropriates or violates any third party's intellectual property rights (an "**Infringement Claim**"); or (b) any Security Incident resulting from a breach by Treasure AI of its obligation hereunder. Subject to Section 7 above, Treasure AI will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement and any fines and penalties assessed against or incurred by Customer in any such Claims.

**8.1.2** Section 8.1.1 shall not apply to, and Treasure AI shall have no liability for, an Infringement Claim to the extent such Infringement Claim results from Customer's failure to use the Service in accordance with this Agreement and Documentation or is based upon (a) the combination, operation, or use of the Service or Output with equipment, devices, or software not supplied by Treasure AI; (b) any modification of the Service or Output not made by or at the direction of Treasure AI; or (c) the failure of Customer to use or implement any replacement or modification provided by Treasure AI. In addition, Section 8.1.1. shall not apply to an Output Infringement Claim to the extent the Infringement Claim is based upon (x) the Inputs submitted to the Service or (y) use of Outputs in a manner that Customer knows or should reasonably know violates, misappropriates or infringes the intellectual property rights of a third party (for example, the unauthorized practice of a third-party patent or use trademark in commerce of a third-party included or described in Output).

**8.2 By Customer.** Customer will, at its expense, defend Treasure AI from and against any and all Claims to the extent arising out of or based upon: (a) an allegation that the Collected Data (including Inputs) or other data provided by Customer, or Treasure AI's processing of such data hereunder in accordance with Customer's instructions, infringes, misappropriates or violates any third party's intellectual property rights; or (b) Customer's breach of Section 2.3 (Use Restrictions) or 2.4.1(c)(ii) (AI Acceptable Use Policy) above. Subject to Section 7, Customer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement and any fines and penalties assessed against or incurred by Treasure AI in any such Claims.

**8.3 Process.** The indemnified Party shall give prompt written notice of a Claim to the indemnifying Party. The indemnifying Party shall assume exclusive defense and control of the Claim; provided, the indemnified Party may participate in the defense at its own cost through its own counsel; provided further, the indemnified Party shall cooperate with any reasonable requests to assist in the defense of such matter. Neither Party will settle or dispose of any Claim in any manner that would adversely affect the rights or interests of the other Party without such Party's written consent, which shall not be unreasonably withheld, delayed or conditioned.

## 9. TERM AND TERMINATION

**9.1 Term.** This Agreement will remain in effect until all Order Forms and SOWs hereunder have expired or been terminated. Neither Party may terminate this Agreement or any Order Form or SOW hereunder, except by mutual agreement or as otherwise expressly permitted hereunder.

**9.2 Termination.** Either Party may terminate an Order Form or SOW upon notice to the other Party: (a) if the other Party has committed a material breach capable of cure and has not cured such breach within 30 days of receiving notice of breach; (b) if the other Party has committed a material breach that is not capable of cure; (c) if the other Party has become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within 60 days of its commencement or assignment; or (d) as may be expressly provided in the Service Availability Exhibit, if applicable.

### 9.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) Customer will cease all use of the Service and (ii) each Party shall promptly destroy or, if requested by the disclosing Party, return the other's Party's Confidential Information. Upon any termination of an Order Form by Customer pursuant to Section 9.2, Treasure AI will refund any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination of an Order Form by Treasure AI pursuant to Section 9.2(a) or (b), any and all remaining payments specified in the Order Form shall become immediately due and payable, regardless of the stated payment schedule.

(b) Any provisions of this Agreement that by their nature and context are intended to survive the termination or expiration of this Agreement shall so survive.

**9.4 Suspension.** Without limiting Treasure AI's rights or remedies hereunder, Treasure AI shall be entitled to suspend Customer's access to and use of the Service, without liability, if (and only for so long as) (a) required by applicable Law, (b) Customer is using the Service in an unreasonable manner that (i) poses a material security risk to Treasure AI, the Service, or any third party or (ii) is likely to interfere with or disrupt the integrity or the performance of the Service or the systems of any third party, in each case as reasonably determined by Treasure AI, or (iii) Customer is in material breach of this Agreement and has failed to cure within the period specified in Section 9.2. Treasure AI will notify Customer in advance of such suspension, if feasible, and otherwise as soon as practicable thereafter.

## 10. ADDITIONAL COVENANTS

**10.1 Insurance.** During the Term, Treasure AI agrees to maintain commercially reasonable insurance coverage in connection with the performance of its obligations under the Agreement. Such coverage will be maintained with insurers having an A.M. Best rating of A- or higher or an equivalent rating from a recognized insurance company rating agency. Treasure AI will provide certificates of insurance showing types of insurance and policy limits upon request.

**10.2 Export Compliance.** Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Customer, where Customer or its Users use the Services, and in the case of Treasure AI, where Treasure AI provides the Services. Each Party certifies that (i) neither it nor any of its personnel is on any of the relevant U.S. Government Lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its personnel are the subject or target of any United States, European Union, UN Security Council or similar sanctions program. Neither Party will export, re-export, ship, or otherwise transfer the Service, Tools or Customer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

## 11. MISCELLANEOUS

**11.1 Governing Law; Venue.** Depending on the location of Customer's principal business address (as set forth in the cover page of this Agreement, if applicable, and otherwise in an Order Form), the validity, construction and performance of this Agreement shall be governed by the laws of the applicable jurisdiction identified in the table below; and any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in the applicable courts identified in the table below.

Customer Location	Governing Law	Courts
North or South America	California	State or federal courts in Santa Clara County
Europe, Middle East or Africa	England and Wales	High Court in London
Japan	Japan	Tokyo District Court

Customer Location	Governing Law	Courts
Asia Pacific (other than Japan)	Singapore	Courts of Singapore

The conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and are hereby expressly excluded. Notwithstanding the foregoing, either Party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights.

**11.2 Assignment.** Neither Party may assign or transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety, without the other Party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors or assigns.

**11.3 Notice.** Any notice of breach, notice of termination or other legal notice under this Agreement shall be in writing, and each Party consents to receiving electronic notice under this Agreement. Notices shall be delivered:

(a) if to Customer, to its address on the cover page of the MSA (if applicable), and otherwise to its "Bill to" address on the applicable Order Form; and

(b) if to Treasure AI, to 800 W El Camino Real, Mountain View, CA 94040 USA, with a copy to [legal@treasure.ai](mailto:legal@treasure.ai); provided, notices related to privacy matters may be sent to [privacy@treasure.ai](mailto:privacy@treasure.ai) and any notices related to a Security Incident may be sent to [security@treasure.ai](mailto:security@treasure.ai).

A Party may update its address from time to time by giving notice to the other Party. Notices will be deemed delivered: (i) upon personal delivery; (ii) when received by the addressee, if sent by a recognized overnight courier (receipt requested); (iii) the third business day after (non-international) mailing; or (iv) the same day as sent by email, if received before 5 pm local time on a business day (and otherwise on the next business day). All communications and notices to be made or given pursuant to this Agreement shall be in English.

**11.4 Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party if such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of commercially reasonable alternate sourcing, workaround plans or other commercially reasonable precautions (a "Force Majeure Event"). If a Force Majeure Event continues for more than 14 days for any Service, Customer may cancel the unperformed portion of the Service and receive a pro rata refund of any fees prepaid by Customer to Treasure AI for such unperformed portion.

**11.5 Entire Agreement; Waiver; Amendment.**

(a) This Agreement (including all Order Forms and SOWs hereunder and documents incorporated by reference herein) constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. Customer's purchase order terms, trade, custom, practice or course of dealing are expressly excluded from the terms of this Agreement. Customer has not relied on any statement, promise, or representation not expressly included in this Agreement, including related to any possible future functionality that Treasure AI may provide or offer.

(b) Failure by a Party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving Party are effective. Unless expressly stated otherwise, any modification or amendment of this Agreement must be in writing and signed by authorized representatives of both Parties.

**11.6 Interpretation.**

(a) If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provisions will be deemed to be severed and struck from this Agreement, while the remaining provisions continue in full force and effect and are enforced to the extent possible, consistent with the stated intention of the Parties.

(b) The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of its provisions. Unless the context

requires otherwise, all references to Laws, contracts, documents, agreements and instruments refer to such items as they may be amended, restated or otherwise modified from time to time; and references to particular provisions of laws or regulations shall also refer to the corresponding provisions of any succeeding law or regulation. All references to Web addresses shall include any successor Web addresses. All references to "include[s]" and "including" shall be deemed to be followed by the phrase "without limitation."

(c) This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise between the Parties, and the Parties will at all times be and remain independent contractors.

(d) Except as expressly provided herein, nothing in this Agreement is intended to nor shall confer on any third-party the right to enforce any provision hereof.

## 12. DEFINITIONS

- "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

- "**Agreement**" has the following meaning: (a) if these Terms of Service are part of a master services agreement between the Parties ("**MSA**"), then as such term is defined in the MSA; and otherwise (b) these Terms of Service, together with any Order Forms, Statements of Work and similar instruments entered into by the Parties that incorporate these Terms of Service by reference.

- "**AI Service**" means any Service, or feature or functionality of a Service, that uses artificial intelligence in order to generate and return Output in response to Input provided by the User.

- "**Beta Services**" means new products or services, or new features or functionality of existing products and services, that are (a) offered by Treasure AI at no charge and (b) are clearly designated as beta, evaluation, non-production or by a similar description, or are offered under an established program for developer releases.

- "**Collected Data**" means electronic data and information submitted to, imported, or otherwise transferred by or on behalf of Customer to the Service. Collected Data does not include User Account Information.

- "**Confidential Information**" means information that is marked confidential or that, due to its nature or the circumstances of its disclosure, should be reasonably understood by the recipient to be confidential and shall include this Agreement. Confidential Information excludes any information that the recipient can demonstrate: (a) is in the public domain other than as a result of a disclosure by the recipient in breach of this Agreement; (b) was within the recipient's lawful possession prior to its disclosure hereunder; (c) becomes available to the recipient on a non-confidential basis from a source other than the disclosing Party that is not under obligation to keep such information confidential; or (d) was developed independently by the receiving Party without use of or reference to the Confidential Information of the disclosing Party.

- "**Customer Content**" means any text, file, data, information or other content (a) provided or made available by or for Customer to an AI Service ("**Input**") or (b) generated by an AI Service and returned to Customer in response to the Input ("**Output**"). Customer Content shall be deemed Customer Data, and Input shall be deemed Collected Data, under this Agreement.

- "**Customer Data**" means (a) Collected Data, (b) any derivatives, refinements and enrichments of Collected Data generated by the Service and (c) Customer Content.

- "**Customer IP**" includes, without limitation: (a) Customer Data (including Output) and all intellectual property rights therein; (b) Customer's trademarks; (c) Newly Created IP, to the extent (i) it includes or is derived from Customer Data, Customer's Confidential Information or Customer's other proprietary rights or (ii) it is created pursuant to a SOW that expressly provides for Customer to own such Newly Created IP; and (d) any updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing.

- "**Customizations**" means any features or functionality built for Customer to use with a Service, or any modifications made to a Service, that are not part of the Service as generally made available to Treasure AI's customers.

- "**Documentation**" means the then current documentation for the Service, including user manuals, operating instructions, and release notes, made available by Treasure AI at <https://docs.treasure.ai/>.

- "**General-Cap Amount**" means the total amounts paid or payable by Customer to Treasure AI under this Agreement in the twelve (12) months immediately preceding the first event giving rise to damages incurred by a Party.

- "**Law**" means any law, regulation, statute, code, decree, order, injunction, judgment, ruling, arbitral award or binding agreement with any governmental authority, court or arbitrator.

- **“Newly Created IP”** means any intellectual property rights in materials, technology, ideas or works of authorship developed or created by Treasure AI (including its subcontractors) for Customer or in connection with, or in the course of, performing Professional Services or support for Customer, including any work product described in a Statement of Work.
- **“Order Form”** means a written instrument signed by both Parties for the acquisition and delivery to Customer of Services or Professional Services, setting out the pricing, quantities and other terms thereof, in a format mutually agreed upon by the Parties.
- **“Personal Data”** means: (a) any information that can be used to distinguish or trace an individual’s identity; (b) any other information that is linked or linkable to an individual; (c) any other information relating to an identified or identifiable living natural person; or (d) any information defined as “personal information,” “personally identifiable information,” “personal data,” or similar expressions under applicable privacy laws or data security laws.
- **“Professional Services”** means any implementation, configuration, technical consulting, training and other similar services and any related deliverables ordered by Customer, as described in an Order Form and/or Statement of Work.
- **“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.
- **“Sensitive Data”** means any (a) special categories of data enumerated in Article 9(1) of the EU General Data Protection Regulation, (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), or other financial account numbers or credentials, (c) patient, medical or other health information protected by applicable Law, (d) social security numbers, driver’s license numbers or other government ID numbers or (e) any data similar to the above which is granted enhanced protection under applicable Laws.
- **“Service(s)”** means the cloud-based service(s) ordered by Customer from Treasure AI as identified in an Order Form.
- **“Statement of Work”** or **“SOW”** means a statement of work executed by the Parties pursuant to this Agreement that sets forth the scope, timeline, responsibilities of the Parties, fees and any other applicable terms of Professional Services.
- **“Subscription Term”** means the period of time during which Customer is authorized to access and use a Service as stated on the applicable Order Form.
- **“Super-Cap Amount”** means an amount equal to three times (3x) the General-Cap Amount or one million dollars (\$1,000,000), whichever is greater.
- **“Super-Cap Claim”** means (a) any claim for damages by Customer in respect of a Security Incident and (b) any Claim by either Party that is indemnified under Section 8 hereof, other than an Infringement Claim.
- **“Usage Data”** means data and data elements collected or generated by the Services regarding the configuration, environment, usage, performance and/or security of the Services.
- **“Taxes”** means all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes (VAT), goods and services taxes (GST), excise, business, service, and similar transactional taxes, including interest and penalties, imposed by any jurisdiction.
- **“Third-Party Services”** means any applications, services and/or software tools used by Customer that is not part of the Solution provided by Treasure AI.
- **“Treasure IP”** means (a) the Services and any technology used in providing the Services (including any machine learning models and agentic AI architecture); (b) the Documentation; (c) the Tools; (d) any Newly Created IP that is not Customer IP; and (e) any updates, upgrades, improvements, configurations, extensions, and derivative works for the foregoing.
- **“Users”** means the employees, contractors or other agents or representatives of Customer and/or its Affiliate(s) who are permitted by Customer to use a Service.
- **“User Account Information”** means User’s full legal name, email address, and any other information requested during the account signup process.