Weaver Master Services and Subscription Agreement

Online Terms | Version 1.1 | Last Updated: September, 2026 | Available at goweaver.ai/legal/msa

This Master Services and Subscription Agreement (the "**Agreement**") is between **Weaver AI US Inc.**, a Delaware corporation with a place of business at 7775 Walton Parkway, New Albany, OH 43054 ("**Weaver**"), and the entity that accepts this Agreement or that is identified as the client in an Ordering Document ("**Client**"). Weaver and Client are each a "**Party**" and together the "**Parties**".

This Agreement is posted online and is not signed on its own. It becomes binding on Client, and is incorporated by reference into each Ordering Document, as described in Section 1. The individual who accepts this Agreement on behalf of Client represents that they have the authority to bind Client. If that individual does not have that authority, or if Client does not agree to this Agreement, Client may not accept it or use the Services.

1. How this Agreement Works

1.1 Acceptance. This Agreement becomes effective between the Parties on the earliest of the date Client: (a) clicks a box or button indicating acceptance of this Agreement; (b) signs or electronically accepts an Ordering Document that references this Agreement; or (c) first uses any Services (the "**Effective Date**").

1.2 Ordering Documents. Client may purchase Services by entering into one or more Order Forms or Statements of Work (each an "**Ordering Document**"). Each Ordering Document is governed by and incorporates this Agreement by reference, and together they form a separate contract for the Services it describes. Multiple engagements may be undertaken, each documented in a separate Ordering Document. Weaver will not perform Services except under an Ordering Document.

1.3 Service Terms. Additional terms that apply to particular Services, engagement types, or regulatory requirements are posted at goweaver.ai/legal (the "**Service Terms**"). As of the Last Updated date above, the Service Terms include: (a) Standard Assumptions; (b) Change Management; (c) Post Go-Live Maintenance Services; (d) Delivery Methodology Overview; (e) Evaluation Sets; (f) AI Literacy Engagements; (g) Web Scraping and Web Index Methodology; (h) the Fabric Support and Maintenance Terms (the "**Support Terms**"); and (i) the Data Processing Addendum. A Service Term applies to Client only if it is referenced in an Ordering Document or applies by its own terms to a Service that Client purchases. The version of a Service Term that applies is the version posted on the effective date of the relevant Ordering Document. Service Terms are not physically attached to this Agreement unless the Parties specifically agree otherwise in writing.

1.4 Order of Precedence. If there is a conflict among the documents that make up this Agreement, the following order of precedence applies: (a) an Ordering Document, but only for the Services it covers and only where it expressly identifies the provision of this Agreement or the Service Terms that it modifies; (b) the applicable Service Terms, with respect to their subject matter; (c) the body of this Agreement; and (d) the Documentation. Any terms in a Client purchase order, vendor portal, supplier registration, or other Client-generated document are void and have no effect, even if accepted or signed by Weaver.

1.5 Updates to this Agreement. Weaver may update this Agreement or any Service Terms (including the Support Terms, SLAs, and posted legal policies) from time to time by posting a new version with a new Last Updated date. An updated version applies only to Ordering Documents entered into, and renewal terms that begin, after the updated version is posted. The version in effect on the effective date of an Ordering Document continues to govern that Ordering Document for its then-current term, unless the Parties agree otherwise in writing.

2. Definitions

2.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where **"control"** means the possession, directly or indirectly, of the power to direct the management and policies of the entity, whether through ownership of voting securities, by contract, or otherwise. An Affiliate of Client does not include any entity that competes with Weaver.

2.2 "AI Model" means a program that applies one or more algorithms to data to recognize patterns, make predictions, generate content, or make decisions.

2.3 "Applicable Laws" means all laws, statutes, regulations, codes, directives, rules, and other legal requirements of any government or regulatory authority that apply to, or have jurisdiction over, a Party, including all applicable data protection and privacy laws (such as, where applicable, EU and UK Data Protection Law and the CCPA) and all Applicable AI Laws. **"Applicable AI Laws"** means all laws and regulations that apply to Client's use of the Services or Deliverables and that govern artificial intelligence, including, where applicable, the EU AI Act. **"CCPA"** means the California Consumer Privacy Act of 2018, as amended. **"EU and UK Data Protection Law"** means Regulation (EU) 2016/679 (the **"GDPR"**), the GDPR as it forms part of United Kingdom law under the European Union (Withdrawal) Act 2018, and the UK Data Protection Act 2018. **"EU AI Act"** means Regulation (EU) 2024/1689.

2.4 "Authorized User" means an employee or contractor of Client or its Affiliates whom Client authorizes to use the Subscription Services, up to any seat or user limits stated in the applicable Order Form.

2.5 "Client Data" means Prompts, Output, and any other data, content, or materials that Client or its Authorized Users submit to the Subscription Services.

2.6 "Client Materials" means the information, data, and materials that Client provides or makes available to Weaver for use in performing the Services.

2.7 "Confidential Information" has the meaning given in Section 10.1.

2.8 "De-Identified Data" means Prompts and Output that Weaver has processed to remove or transform: (a) any information that identifies, or could reasonably be used to identify, Client, any individual, any third party, or any specific transaction, matter, or engagement; and (b) trade secrets, commercially sensitive information, and other confidential business information. De-Identified Data must be processed to a level of abstraction where it reflects only generalized patterns, anonymized structural elements, or aggregated statistical insights that cannot be reverse-engineered to reveal the specific content, context, or substance of the underlying data in a way that would connect it to Client.

2.9 "Deliverables" means the results, materials, capabilities, and completed tasks that are the product of the Professional Services and that are specifically identified as deliverables in a Statement of Work.

2.10 "Documentation" means user manuals, training materials, specifications, technical manuals, and other supporting materials relating to the Services that Weaver makes generally available, in print, electronic, or video format, excluding marketing, advertising, and social media content.

2.11 "Fabric" means Weaver's proprietary AI platform, including all versions, updates, and components of it.

2.12 "Fees" means the fees stated in an Ordering Document.

2.13 "Order Form" means an ordering document, signed or accepted electronically by both Parties, that references this Agreement and describes the Subscription Services and/or Professional Services purchased, the Subscription Term, quantities, and Fees.

2.14 "Output" means responses, content, or other results generated by an AI Model based on Prompts.

2.15 "Personal Data" means any information relating to an identified or identifiable individual that is protected as personal data, personal information, or a similar term under Applicable Laws.

2.16 "Professional Services" means Weaver's AI consulting, assessment, design, build, integration, enablement, and training services described in a Statement of Work or Order Form. As of the Last Updated date above, Professional Services may include the AI ROI Index (Return on Intelligence Index), the AI Assessment, AI Literacy programs, and custom AI agents and generative AI and retrieval-augmented generation (RAG) solutions.

2.17 "Prompts" means data, information, content, records, or other materials that Client or its Authorized Users submit to an AI Model.

2.18 "Services" means the Professional Services and the Subscription Services, excluding Third Party Services.

2.19 "Statement of Work" or **"SOW"** means a document, signed or accepted electronically by both Parties, that references this Agreement and, at a minimum, describes: (a) the Professional Services to be performed and any Deliverables; (b) the Fees and the payment schedule and method; and (c) any other terms the Parties agree for those Professional Services.

2.20 "Subscription Services" means the software, platform access, hosted tools, content, and related support that Weaver makes available to Client on a subscription basis, as described in an Order Form.

2.21 "Subscription Term" means the period during which Client is entitled to use the Subscription Services, as stated in the applicable Order Form, including any renewals.

2.22 "Third Party Services" has the meaning given in Section 5.3.

2.23 "Weaver Core IP" means: (a) the Weaver Platform as it exists on the Effective Date and all improvements, enhancements, additions, modifications, and derivatives of it; and (b) all information, data, materials, discoveries, inventions, works of authorship, documentation, models, software (including source code and object code), designs, specifications, processes, procedures, techniques, algorithms, and methods that Weaver creates: (i) before, or independently of, this Agreement; (ii) that are of a generic nature; or (iii) that do not contain, and were not developed using, Client Confidential Information or Client Materials.

2.24 "Weaver Parties" means Weaver, its Affiliates, and its and their respective officers, directors, employees, service providers, licensors, agents, successors, and assigns.

2.25 "Weaver Platform" or **"Platform"** means Fabric, the Subscription Services, the Documentation, and all elements of the Services and the related and underlying technology used to provide them, including proprietary tools, frameworks, methodologies, prompt libraries, training curricula, code (such as standard scraping scripts and boilerplate CI/CD pipelines), processes, formulas, models, software, know-how, business practices, and trade secrets developed by Weaver or its licensors, and all derivative works, modifications, and improvements of any of these, and all intellectual property rights in them.

2.26 "Work Product" means the subset of Deliverables that: (a) is first conceived, created, or reduced to practice by Weaver according to Client specifications in performing Professional Services; (b) contains, or is developed using, Client Confidential Information or Client Materials; and (c) is unique to Client and identified in a Statement of Work as being developed for, and funded by, Client.

3. Professional Services

3.1 Scope. Weaver will perform the Professional Services described in each Statement of Work. Professional Services are performed remotely unless the Statement of Work provides for performance at a mutually agreed location. While on Client's premises, Weaver personnel will follow Client's reasonable onsite access policies that Client provides to Weaver in writing in advance. Those policies do not modify this Agreement.

3.2 Performance and Client Cooperation. Weaver will perform the Professional Services with the technical competence, management skills, and qualified personnel needed to perform them in a professional, diligent, and workmanlike manner. Successful delivery depends on Client's full and timely cooperation, so Client will provide appropriate personnel and timely access to Client Materials, systems, resources, equipment, and facilities as reasonably needed. Weaver is not responsible for any delay in the Professional Services, or any deficiency in a Deliverable, to the extent caused by Client's failure to meet its obligations under this Section.

3.3 Change Orders. Either Party may propose a change to a Statement of Work by submitting a proposed change order in writing (a "**Change Order**"). When Weaver proposes a Change Order, Weaver will state its effect, if any, on price, timing, and other terms of the affected Professional Services. When Client proposes a Change Order, Weaver will evaluate it and notify Client of its effect, if any, on price, timing, and other terms within ten (10) business days, or within any other period stated in the applicable Statement of Work. A Change Order is effective only when signed or accepted electronically by an authorized representative of each Party, and it then becomes part of the applicable Statement of Work.

3.4 Client Affiliates. Client may purchase Services for its own account or on behalf of its Affiliates. A Client Affiliate may also purchase Services directly under this Agreement by entering into its own Ordering Document that identifies the Affiliate, in which case that Affiliate has all rights and obligations of Client under that Ordering Document. Client is responsible for its Affiliates' compliance with this Agreement, and Weaver may treat a breach by a Client Affiliate as a breach by Client.

4. Subscription Services

4.1 Access Right. Subject to this Agreement and payment of the applicable Fees, Weaver grants Client a non-exclusive, non-transferable (except under Section 16.6), non-sublicensable right during the Subscription Term for its Authorized Users to access and use the Subscription Services for Client's internal business purposes, within the scope, seat, and usage limits stated in the Order Form.

4.2 Accounts and Authorized Users. Client is responsible for: (a) its Authorized Users' compliance with this Agreement; (b) keeping login credentials confidential and not sharing accounts among individuals; and (c) all activity that occurs under its accounts. Client will notify Weaver promptly of any unauthorized access to or use of its accounts.

4.3 Usage Limits. If Client exceeds the seat, usage, or other limits in an Order Form, Weaver may invoice Client for the excess use at the rates in the Order Form or, if none are stated, at Weaver's then-current rates.

4.4 Support and Availability. Weaver will use commercially reasonable efforts to make the Subscription Services available, subject to planned maintenance and events described in Section 16.4. Support levels, service levels, and any service credits apply only if stated in the Order Form or the Service Terms.

4.5 Changes to the Subscription Services. Weaver may update, improve, or modify the Subscription Services from time to time, provided that Weaver will not materially reduce the core functionality of the Subscription Services during the then-current Subscription Term.

4.6 Suspension. Weaver may suspend Client's access to the Subscription Services, in whole or in part, if: (a) Client's use poses a security risk to the Subscription Services or any third party; (b) Client's use violates Section 5 or Applicable Laws; or (c) undisputed Fees are more than thirty (30) days overdue. Weaver will give Client advance notice of a suspension where reasonably practicable, will limit the suspension to what is reasonably necessary, and will restore access promptly once the cause is resolved.

5. Use Restrictions and Third Party Services

5.1 Restrictions. Client will not, and will not allow or assist anyone else to, use the Services or Deliverables for any illegal, unauthorized, malicious, or harmful activity, including:

- (a) obtaining unauthorized access to any system or information, or deceiving any person;
- (b) infringing, misappropriating, or violating the intellectual property or other legal rights (including rights of publicity or privacy) of any person;
- (c) reverse engineering, decompiling, or attempting to discover the source code or underlying components of Fabric, the Weaver Platform, or any Weaver Core IP;
- (d) representing that Output was human-generated when it was not;
- (e) interfering with or disrupting the Services, including attempting to circumvent any limits or restrictions or to bypass any protective measures or safety mitigations that Weaver places on the Services;
- (f) engaging in any activity that could compromise the security or functioning of Third Party Services;
- (g) accessing files, content, or data that Client is not entitled to access; or
- (h) reselling, sublicensing, or providing the Subscription Services to any third party, except as expressly permitted in an Order Form.

5.2 Prohibited AI Uses. Client will not use the Services or Deliverables: (a) for any purpose classified as a prohibited AI practice under Article 5 of the EU AI Act, or for any purpose prohibited under other Applicable AI Laws; (b) to develop, train, or improve any product or service that competes with Weaver; or (c) to reverse engineer or extract the underlying models, algorithms, or data of the Services. The Weaver Platform is not designed or certified for any use case classified as "high-risk" under the EU AI Act, and Client is solely responsible for ensuring that its use of the Services and Deliverables complies with the EU AI Act and all other Applicable AI Laws.

5.3 Third Party Services. The Services may use, or be used with, third-party AI Models, products, software, content, services, or integrations ("Third Party Services"), and parts of the Services or Deliverables may include output from those third parties ("Third Party Output"). Client's use of Third Party Services and Third Party Output is subject to the terms, conditions, and policies (including privacy and usage policies) that apply to them. Weaver does not control, and is not responsible for, Third Party Services, including the accuracy, availability, reliability, or completeness of Third Party Output or the privacy practices of Third Party Service providers. Including or integrating a Third Party Service is not an endorsement or recommendation by Weaver.

6. Fees and Payment

6.1 Fees. Client will pay all Fees stated in each Ordering Document. Unless the Ordering Document states otherwise: (a) Professional Services are provided for a fixed fee, payable on achievement of the milestones in the Statement of Work; and (b) Subscription Services Fees are billed annually in advance. All Fees are in U.S.

dollars and exclude taxes. Except as expressly stated in this Agreement or an Ordering Document, payment obligations are non-cancelable, Fees paid are non-refundable, and Weaver has no obligation to issue refunds or credits for unused Services.

6.2 Invoicing and Payment. Unless the Ordering Document states otherwise: (a) Weaver will invoice Client in reasonable detail, monthly or according to the milestones or billing schedule in the Ordering Document; and (b) invoiced Fees are due thirty (30) days from the invoice date. Client will provide complete and accurate billing and contact information and notify Weaver of any changes. If Weaver does not receive Fees by the due date, then, without limiting its other rights and remedies, Weaver may: (i) charge late interest on the outstanding balance at 1.5% per month, or the maximum rate permitted by law, whichever is lower; and/or (ii) suspend the Services until the overdue amounts are paid in full, after giving Client at least ten (10) days' written notice.

6.3 Disputed Invoices. Client will notify Weaver in writing of any disputed amounts within fifteen (15) days of receiving the invoice. Undisputed portions remain due under the original terms. Weaver will not charge interest or suspend the Services under Section 6.2 while Client disputes the applicable charges reasonably and in good faith and cooperates diligently to resolve the dispute.

6.4 Taxes. Client is responsible for all sales, use, value-added, withholding, and similar taxes associated with its purchases, other than taxes based on Weaver's net income. If Weaver is required to collect or pay any such taxes, Weaver will invoice them to Client unless Client provides a valid tax exemption certificate.

6.5 Expenses. Client will reimburse Weaver for reasonable travel and out-of-pocket expenses incurred in performing the Services, provided those expenses are: (a) contemplated in the Ordering Document or approved in advance by Client in writing; and (b) incurred in compliance with Client's travel and expense policies that Client provides to Weaver in writing in advance.

6.6 Rate Adjustments. Rates stated in an Ordering Document remain fixed for its initial term. On any renewal, Weaver may increase rates by giving Client at least sixty (60) days' written notice before the renewal date. Unless the Ordering Document states otherwise, any increase will not exceed the greater of three percent (3%) or the change in the U.S. Consumer Price Index (CPI-U) for the preceding twelve (12) months.

7. Client Data and AI Output

7.1 Prompts and Restricted Data. Client: (a) is solely responsible for the accuracy and quality of its Prompts and Client Data; (b) has, and will maintain, all rights, licenses, and permissions needed to provide and use its Prompts and Client Data; and (c) will comply with all Applicable Laws regarding the collection, disclosure, and use of Client Data. Unless the applicable Ordering Document expressly permits it and the Parties have signed any required agreement (such as a business associate agreement under HIPAA), Client will not submit to the Services any: (i) data that could pose significant harm to people's health, safety, or fundamental rights under Applicable AI Laws; (ii) payment card industry data, classified information, or data subject to the International Traffic in Arms Regulations; or (iii) data subject to laws that impose heightened handling obligations, such as protected health information under HIPAA or nonpublic personal information under the Gramm-Leach-Bliley Act (together, "**Restricted Data**"). If Client submits Restricted Data in violation of this Section, Client assumes all risk associated with that submission, and the Weaver Parties are not responsible or liable for any use or processing of that Restricted Data.

7.2 AI Output. Client acknowledges that: (a) AI-generated Output may contain "hallucinations" or other responses that are inaccurate, incomplete, biased, or inconsistent with real-world facts or recent events, and should not be relied on without independent review; (b) Client is solely responsible for evaluating all Output

for accuracy and suitability for its intended use, including by using human review as appropriate; and (c) Output may not be unique to Client, and other users of an AI Model may receive similar responses.

7.3 Weaver Use of Client Data. Weaver will use Client Data only to provide the Services to Client and as necessary to comply with Applicable Laws. Weaver will not: (a) use Client Data to train its own general-purpose AI Models unless expressly agreed in an Ordering Document; (b) commingle Client Data with other clients' data; (c) sell or license Client Data to third parties; or (d) process Client Data in a manner inconsistent with Client's documented written instructions.

7.4 Where Client Data is Processed. When Weaver performs Professional Services within Client's own infrastructure, Weaver does not host Client Data on Weaver's systems except as described in the Statement of Work. When Client uses Subscription Services, Client Data is hosted by Weaver or its service providers as described in the Order Form and the Documentation, subject to Section 9.

7.5 De-Identified Data. Subject to its confidentiality obligations under this Agreement, Weaver may use De-Identified Data to improve the quality and functionality of the Services, including by identifying general usage patterns, developing aggregated insights, and establishing industry benchmarks. Weaver will process De-Identified Data in a way that prevents attribution of any analysis to Client or any other identifiable party, and will use industry-standard measures to prevent De-Identified Data from being used to re-identify Client, any individual, or any third party. Once data is de-identified in accordance with Section 2.8, it is no longer Client Data or Client Confidential Information.

8. Proprietary Rights

8.1 Client Data and Work Product. As between the Parties: (a) Client owns all right, title, and interest (including all intellectual property rights) in and to its Prompts, Client Data, and Client Materials; and (b) to the extent permitted by Applicable Laws, and subject to Client's compliance with this Agreement, Weaver assigns to Client all of its right, title, and interest, if any, in and to Output generated for Client. Upon Client's payment of the applicable Fees, Weaver assigns to Client all right, title, and interest (including all intellectual property rights) in and to the Work Product. Work Product does not include Weaver Core IP.

8.2 Weaver Platform and Weaver Core IP. Weaver and its licensors retain all right, title, and interest (including all intellectual property rights) in and to the Weaver Platform, Fabric, the Weaver Core IP, and all Deliverables other than Work Product.

8.3 License to Deliverables. Subject to this Agreement and payment of the applicable Fees, Weaver grants Client: (a) a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, sublicensable, and transferable license to use any Weaver Core IP incorporated into Work Product, to the extent necessary for Client to use and exploit that Work Product; and (b) a non-exclusive, worldwide, perpetual, non-transferable (except under Section 16.6) license to use all other Deliverables for Client's internal business purposes. Neither license permits Client to disclose Weaver Confidential Information in identifiable form or to use Weaver Core IP separately from the Deliverables in which it is incorporated.

8.4 License to Weaver. Client grants Weaver, its Affiliates, and its service providers and subcontractors a worldwide, non-exclusive license, for the term of the applicable Ordering Document, to use Client Data and Client Materials solely to: (a) provide the Services; (b) address, diagnose, or prevent technical problems; and (c) comply with Applicable Laws. Client warrants that it has, and will have, sufficient rights in Client Data and Client Materials to grant this license, and that Client Data and Client Materials will not violate any third-party rights.

8.5 No Implied Licenses. Except for the licenses expressly granted in this Agreement, no right, title, or interest in the Weaver Platform is granted to Client, and no right, title, or interest in Client Data or Client Materials is granted to Weaver, whether by implication, estoppel, or otherwise.

8.6 Feedback. Client is not required to provide any ideas, suggestions, or proposals regarding the Services ("Feedback"). If Client provides Feedback, Weaver may use, commercialize, and disclose it for any purpose, without any obligation or compensation to Client, provided that Weaver does not identify Client as its source without Client's consent.

9. Data Privacy and Security

9.1 Security. Weaver will maintain appropriate technical and organizational safeguards designed to protect Client Data, including encryption at rest and in transit, access controls, regular security assessments, vulnerability management, and incident response procedures.

9.2 AI-Specific Safeguards. Weaver will implement and maintain: (a) isolation of Client Data used for any model training; (b) measures designed to protect models against theft and adversarial attacks; (c) data minimization practices; and (d) secure deletion of Client Data used for training within thirty (30) days after completion of the applicable Ordering Document.

9.3 AI Model Selection. Weaver will select AI Models with enterprise-grade data handling terms (including opting out of provider training where available), will inform Client which third-party AI Models will process Client Data, and will comply with the terms of service of the AI Models it uses.

9.4 Personal Data. If the Services involve processing Personal Data on Client's behalf, Weaver will comply with the Applicable Laws governing that processing, and the Data Processing Addendum in the Service Terms will apply and form part of this Agreement.

9.5 Return and Deletion. Upon completion, expiration, or termination of an Ordering Document, Weaver will, at Client's election, return the Client Data related to that Ordering Document in a standard format or securely delete it, and will certify the deletion in writing on request. Weaver may retain copies as required by Applicable Laws, subject to its continuing confidentiality obligations.

9.6 Security Incidents. Weaver will notify Client of any confirmed security incident involving unauthorized access to or use of Client Data within seventy-two (72) hours after discovery, and will cooperate reasonably with Client in investigating and remediating the incident.

10. Confidentiality

10.1 Definition. "**Confidential Information**" means any information, data, business plans, technical specifications, trade secrets, or know-how that one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**"), before or during the term of this Agreement, directly or indirectly, in writing, electronically, orally, or by inspection of tangible objects, that is designated as confidential or proprietary, or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information may include information that a third party disclosed to the Disclosing Party. All non-public elements of the Weaver Platform, the terms of each Ordering Document, and any non-public information on Weaver's website are Weaver's Confidential Information. Client Data is Client's Confidential Information.

10.2 Protection. Each Party retains ownership of its Confidential Information. The Receiving Party will use at least the same degree of care it uses to protect its own confidential information of a similar nature, and no less than reasonable care, to: (a) not use the Disclosing Party's Confidential Information for any purpose

outside the scope of this Agreement; and (b) except as authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to its and its Affiliates' employees, contractors, legal counsel, and accountants who need access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective as those in this Agreement. Each Party is responsible for any breach of this Section by the people to whom it discloses Confidential Information. Weaver may disclose the terms of an Ordering Document to its subcontractors and service providers to the extent needed to perform its obligations, under confidentiality terms at least as protective as those in this Agreement.

10.3 Exclusions. These obligations do not apply to information that the Receiving Party can document: (a) is or becomes public through no fault of the Receiving Party; (b) it rightfully knew before receiving it under this Agreement; (c) it rightfully received from a third party without breach of any confidentiality obligation; or (d) it independently developed without using the Disclosing Party's Confidential Information.

10.4 Compelled Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party prior notice (where legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled to disclose Confidential Information in a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to that information.

10.5 Duration. These obligations survive the expiration or termination of this Agreement: (a) for trade secrets, for as long as the information remains a trade secret under applicable law; and (b) for all other Confidential Information, for five (5) years.

11. Warranties and Disclaimers

11.1 Mutual Representations. Each Party represents that: (a) it has the legal authority to enter into this Agreement; (b) its performance of this Agreement does not conflict with any other agreement to which it is a party; and (c) it will comply with all Applicable Laws in performing this Agreement.

11.2 Weaver Limited Warranty. Weaver warrants that: (a) the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; (b) each Deliverable will materially conform to the specifications in the applicable Statement of Work for ninety (90) days after delivery; and (c) the Subscription Services will perform materially in accordance with the Documentation during the Subscription Term. This warranty applies only if Client gives Weaver written notice of the non-conformity: (i) for Professional Services, within thirty (30) days after the non-conforming Services are performed; (ii) for Deliverables, within the ninety (90) day period above; and (iii) for Subscription Services, during the Subscription Term. Weaver will correct any reported non-conformity at no additional charge. If Weaver cannot correct the non-conformity within a reasonable time, either Party may terminate the affected Ordering Document, and Client will receive a refund of any prepaid Fees for the non-conforming Services or Deliverables that have not been used or delivered. This Section states Client's sole and exclusive remedy, and Weaver's sole liability, for breach of this warranty. This warranty does not apply to non-conformities caused by Client's breach of this Agreement, misuse of the Services or Deliverables, or modifications not made by Weaver.

11.3 Client Responsibilities. Client is solely responsible for: (a) implementing appropriate human review before relying on Output or Deliverables in production, business decisions, or customer-facing applications; and (b) ensuring that its use of the Services and Deliverables complies with all Applicable Laws and all legal,

regulatory, professional licensing, and fiduciary obligations that apply to Client, including AI governance frameworks and sector-specific laws such as those governing healthcare, insurance, and financial services.

11.4 Evolving Technology. Client acknowledges that third-party AI Models may change their capabilities, terms, pricing, or availability at any time without notice, and that Weaver is not liable for those changes. Weaver will use reasonable efforts to notify Client of any such change it becomes aware of that materially affects the Services.

11.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 11, THE WEAVER PLATFORM, DOCUMENTATION, SERVICES, DELIVERABLES, WORK PRODUCT, AND OUTPUT ARE PROVIDED "AS IS," AND THE WEAVER PARTIES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WEAVER DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES, OR WORK PRODUCT WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. WEAVER DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY AI-GENERATED OUTPUT OR THIRD PARTY OUTPUT, MAKES NO WARRANTY WITH RESPECT TO CLIENT DATA OR THIRD PARTY SERVICES, AND IS NOT RESPONSIBLE FOR THE RESULTS OF ANY USE OF THE SERVICES OR FOR CONCLUSIONS DRAWN FROM THAT USE. CLIENT'S USE OF AND RELIANCE ON OUTPUT IS AT ITS OWN DISCRETION.

12. Indemnification

12.1 By Weaver. Weaver will defend Client against any claim brought by a third party, and will indemnify Client from any resulting damages, losses, costs, and liabilities (including reasonable attorneys' and professional fees) (together, "Losses") finally awarded or agreed in settlement, to the extent the claim arises from: (a) Weaver's gross negligence or willful misconduct; (b) Weaver's breach of Section 10; (c) an allegation that the Services or Deliverables (excluding Client Data, Client Materials, Third Party Services, and Output) infringe, violate, or misappropriate a third party's intellectual property rights; or (d) Weaver's violation of Applicable Laws. Weaver has no obligation under clause (c) to the extent the claim arises from Client's specifications, Client's modification of the Services or Deliverables, or Client's combination of them with items not provided by Weaver. If the Services or a Deliverable become, or in Weaver's opinion are likely to become, the subject of an infringement claim, Weaver may, at its option: (i) obtain the right for Client to continue using them; (ii) modify or replace them so they are non-infringing without materially reducing their functionality; or (iii) if neither option is commercially reasonable, terminate the affected Ordering Document and refund any prepaid Fees for the unused or undelivered portion.

12.2 By Client. Client will defend Weaver and the Weaver Parties against any claim brought by a third party, and will indemnify them from any resulting Losses, to the extent the claim arises from: (a) Client's gross negligence or willful misconduct; (b) Client's breach of Section 5 or Section 7.1; (c) Client's use of the Services, Deliverables, or Work Product in a manner not contemplated by this Agreement, including deployment without the human review described in Section 11.3; (d) an allegation that Client Data or Client Materials, or Work Product to the extent created according to Client's specifications or using Client Materials, infringe, violate, or misappropriate a third party's intellectual property rights; or (e) Client's violation of Applicable Laws.

12.3 Procedures. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of the claim; (b) give the indemnifying Party sole control of the investigation, defense, and settlement of the claim, at the indemnifying Party's cost; and (c) on request, provide reasonable cooperation at the indemnifying Party's expense. A failure to give prompt notice does not relieve the indemnifying Party of its obligations, except that the indemnifying Party is not liable for litigation expenses incurred before notice was given, or for Losses caused by any material prejudice resulting from the delay. The indemnifying Party may not settle any

claim in a way that imposes any obligation on the indemnified Party (other than payment covered by the indemnifying Party or ceasing use of infringing materials) or requires an admission of fault by the indemnified Party, without the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. The indemnifying Party has no obligation for any settlement or admission the indemnified Party makes without the indemnifying Party's prior written consent. This Section 12 states each Party's sole liability, and the other Party's exclusive remedy, for the third-party claims described in it.

13. Limitation of Liability

13.1 Exclusion of Consequential Damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. "**EXCLUDED CLAIMS**" MEANS: (A) A PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY); (B) A PARTY'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13.2 Cap per Ordering Document. EXCEPT FOR EXCLUDED CLAIMS AND CLIENT'S OBLIGATION TO PAY FEES, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO ANY ORDERING DOCUMENT WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID OR PAYABLE UNDER THAT ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; OR (B) TWENTY-FIVE THOUSAND U.S. DOLLARS ($25,000).

13.3 Aggregate Cap. EXCEPT FOR EXCLUDED CLAIMS AND CLIENT'S OBLIGATION TO PAY FEES, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT ACROSS ALL ORDERING DOCUMENTS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER ALL ORDERING DOCUMENTS DURING THE TWENTY-FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

13.4 Cap for Excluded Claims. FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED TWO TIMES (2X) THE TOTAL FEES PAID OR PAYABLE UNDER ALL ORDERING DOCUMENTS DURING THE TWENTY-FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. LIABILITY ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT IS NOT SUBJECT TO ANY CAP.

13.5 Mitigation. Each Party will use commercially reasonable efforts to mitigate its damages once it becomes aware of any event that could give rise to liability under this Agreement.

13.6 Basis of the Bargain. The Parties agree that the limitations in this Section 13 reflect an agreed allocation of risk, form an essential basis of the bargain, and are reflected in the Fees, and that neither Party would enter into this Agreement without them.

14. Term and Termination

14.1 Term of Agreement. This Agreement starts on the Effective Date and continues until all Ordering Documents have expired or been terminated, unless terminated earlier under this Section 14. If no Ordering Document is in effect, either Party may terminate this Agreement on written notice.

14.2 Term of Ordering Documents. Each Statement of Work remains in effect until the Professional Services under it are completed, unless terminated earlier under this Section 14. Unless the Order Form states otherwise, each Subscription Term automatically renews for successive periods equal to the initial

Subscription Term (or twelve (12) months, if shorter), unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current Subscription Term.

14.3 Termination for Cause. Either Party may terminate this Agreement or any Ordering Document by written notice if the other Party: (a) fails to cure a material breach (including failure to pay Fees) within thirty (30) days after receiving written notice of it; (b) ceases operating without a successor; or (c) becomes the subject of any bankruptcy, receivership, assignment for the benefit of creditors, or similar proceeding that, if involuntary, is not dismissed within sixty (60) days. Except where this Agreement specifies an exclusive remedy, exercising any remedy, including termination, is without prejudice to any other remedies available under this Agreement, at law, or otherwise.

14.4 Termination of Professional Services for Convenience. Either Party may terminate any Statement of Work for convenience on thirty (30) days' written notice. Subscription Services may not be terminated for convenience during a Subscription Term unless the Order Form expressly permits it.

14.5 Effect of Termination. On any expiration or termination: (a) no new Ordering Documents may be entered into under a terminated Agreement, but Ordering Documents then in effect continue under this Agreement unless separately terminated; (b) Client's access to the Subscription Services under a terminated or expired Order Form ends; (c) Weaver will deliver all Work Product for which Client has paid; and (d) Client will pay for all Services performed and Deliverables delivered through the termination date, all non-cancelable third-party costs incurred, and, except for termination by Client under Section 14.3, all Subscription Services Fees for the remainder of the then-current Subscription Term. If Client terminates an Ordering Document under Section 14.3, Weaver will refund any prepaid Fees for Services not yet performed or used.

14.6 Transition Assistance. On expiration of this Agreement, or its termination by Client under Section 14.3 or 14.4, Weaver will, on Client's request, provide reasonable transition assistance for up to ninety (90) days at its then-current rates, including knowledge transfer and AI Model documentation.

14.7 Survival. Sections 2 (Definitions), 6 (Fees and Payment, for amounts accrued), 7 (Client Data and AI Output), 8 (Proprietary Rights), 9.5 (Return and Deletion), 10 (Confidentiality), 11.5 (Disclaimer), 12 (Indemnification), 13 (Limitation of Liability), 14.5 through 14.7, 15 (Dispute Resolution), and 16 (General Provisions), and any other provision that by its nature is intended to survive, survive the expiration or termination of this Agreement.

15. Dispute Resolution

15.1 Escalation. The Parties will first try to resolve any dispute through good-faith negotiation. If a dispute is not resolved at the project level within fifteen (15) business days, it will be escalated to each Party's senior management.

15.2 Binding Arbitration. If a dispute is not resolved within thirty (30) days after escalation, it will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration will be conducted virtually unless the Parties agree to an in-person proceeding, in which case it will take place at a location reasonably convenient for both Parties, or, if the Parties cannot agree, at a location determined by the AAA. The arbitration, and any ruling, decision, or award, will be kept strictly confidential. The arbitrator's decision is final and binding and may be entered and enforced in any court of competent jurisdiction. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

15.3 Exceptions. Nothing in this Section 15 prevents either Party from seeking temporary, preliminary, or permanent injunctive relief in a court under Section 16.10 to protect its Confidential Information or intellectual property rights, or from bringing an action to collect undisputed Fees.

16. General Provisions

16.1 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Each Party is solely responsible for the compensation, benefits, insurance, and employment-related taxes of its own personnel.

16.2 Subcontractors. Weaver may use subcontractors to perform the Services, provided that: (a) Weaver remains responsible for their performance; and (b) they are bound by confidentiality and data protection obligations at least as protective as those in this Agreement.

16.3 Non-Solicitation. During the term of each Ordering Document and for twelve (12) months afterward, Client will not, directly or indirectly, solicit for employment or engagement, or hire, any employee, independent contractor, or consultant of Weaver who was involved in providing the Services, or induce any of them to terminate or breach their relationship with Weaver, without Weaver's prior written consent. This Section does not restrict Client from hiring any person who responds to a general job posting or advertisement that is not targeted at Weaver personnel.

16.4 Force Majeure. Except for payment obligations, neither Party is liable for any delay or failure to perform caused by events beyond its reasonable control and occurring without its fault or negligence, including acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, strikes, government action, changes in law or regulation affecting the Services, power or telecommunications failures, cyber-attacks, denial-of-service attacks, criminal acts of third parties, third-party hardware or software failures, and outages or discontinuation of third-party AI Models or AI platforms. The affected Party will promptly notify the other Party and use all reasonable efforts to resume performance as soon as possible. If a force majeure event prevents a Party from performing its material obligations under an Ordering Document for thirty (30) or more consecutive days, either Party may terminate that Ordering Document on written notice without liability, and Weaver will refund any prepaid Fees for Services not yet performed or used.

16.5 Publicity. Weaver may identify Client as a Weaver client, including by using Client's name and logo in customer lists on Weaver's website and in marketing materials, in accordance with any trademark usage guidelines Client provides. Client may withdraw this permission at any time by written notice to Weaver. Any press release, case study, testimonial, or other public statement about Client or the Services requires Client's prior written consent. Neither Party will use the other Party's name, logo, or trademarks except as permitted in this Section.

16.6 Assignment. Neither Party may assign this Agreement or any rights or obligations under it, by operation of law or otherwise, without the other Party's prior written consent, not to be unreasonably withheld. However, either Party may assign this Agreement in its entirety, including all Ordering Documents, without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or of the business to which this Agreement relates. Any attempted assignment in violation of this Section is void. This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

16.7 Export Compliance. The Services and Deliverables may not be used for any end use prohibited by applicable export control or sanctions laws, and Prompts may not include material or information that requires a government license for release or export. The Weaver Platform and related technology may be subject to the export laws and regulations of the United States and other jurisdictions. Each Party represents

that it is not named on any U.S. government denied-party or restricted-party list. Client will not permit access to or use of the Services in any country or region subject to comprehensive U.S. sanctions or embargo, or in violation of any U.S. export law or regulation.

16.8 Notices. Notices under this Agreement must be in writing and sent: (a) to Weaver, at the address in the preamble, with a copy by email to legal@goweaver.ai; and (b) to Client, at the address in the applicable Ordering Document or the email address associated with Client's account, or to any other address a Party designates by notice. Notices are deemed received: (i) if delivered by hand, on receipt; (ii) if sent by overnight courier, on the first business day after dispatch; (iii) if sent by registered or certified mail, return receipt requested, on the second business day after mailing; and (iv) if sent by email, on the business day it is sent, provided no delivery failure notice is received.

16.9 Entire Agreement; Amendment. This Agreement, including each Ordering Document and the applicable Service Terms, is the entire agreement between the Parties about its subject matter and supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, about that subject matter. Except as provided in Section 1.5, this Agreement may be amended only by a written document signed or accepted electronically by authorized representatives of both Parties.

16.10 Governing Law; Venue. This Agreement is governed by the laws of the State of Delaware and the federal laws of the United States, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Subject to Section 15, the state and federal courts located in New Castle County, Delaware have exclusive jurisdiction over any action relating to this Agreement, including any action to enforce an arbitration award or to seek injunctive relief, and each Party submits to the personal jurisdiction of those courts.

16.11 Electronic Acceptance. The Parties agree that this Agreement and each Ordering Document may be accepted by electronic means, including by clicking to accept or by electronic signature, and that electronic acceptance has the same legal effect as a handwritten signature.

16.12 Waiver; Severability. No failure or delay by either Party in exercising any right under this Agreement is a waiver of that right. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in full force and effect.

16.13 No Third-Party Beneficiaries. Except for the Weaver Parties under Section 12.2, there are no third-party beneficiaries of this Agreement.

16.14 Headings. Section titles and headings are for convenience only and do not affect the interpretation of this Agreement. The word "including" means "including without limitation."