

## TERMS OF SERVICE

Last Updated: November 1, 2024

1. **BINDING EFFECT.** THIS IS A BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU (“YOU”) AND CIRRA AI, INC., A DELAWARE CORPORATION, WITH AN ADDRESS AT 2261 MARKET STREET SUITE 10421 SAN FRANCISCO, CA 94114, (“CIRRA AI”). BY USING THE SERVICES (AS DEFINED BELOW), YOU AGREE TO BECOME A PARTY TO AND TO ABIDE BY THESE TERMS OF SERVICE (“TERMS”). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SERVICES. USING THE SERVICES WILL BE THE LEGAL EQUIVALENT OF YOUR SIGNATURE ON A WRITTEN CONTRACT, AND EQUALLY BINDING. YOU MUST AGREE TO THESE TERMS IN ORDER TO BE ABLE TO USE THE SERVICES. YOU REPRESENT TO US THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS AND, IF YOU ARE ENTERING INTO THESE TERMS FOR AN ENTITY, THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY.

This Agreement is entered into as of the date that You accept these Terms and install or use the Services (“Effective Date”).

Cirra AI reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide You with notice of such changes by updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Services, You confirm Your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage You to review these Terms frequently to ensure that You understand the terms and conditions that apply when You access or use the Services. If You do not agree to the revised Terms, You may no longer access or use the Services.

2. **PRIVACY POLICY.** Please review our Privacy Policy located at <https://cirra.ai/docs/privacy-policy> and incorporated into this Agreement by reference. By using the Services, You are consenting to the terms of our Privacy Policy.

3. **DEFINITIONS.**

“Services” means any services for organizations and developers we make available for purchase or use, along with any of our associated software, tools, developer services, documentation, and website

“License” means the limited, non-transferable, revocable, terminable, non-exclusive license, without the right to sublicense, to use the Services solely for use with one or more Salesforce instances.

“AI Providers” means, as the context required, OpenAI, LLC, or other third party provider of AI tools and services.

“Fees” means, as set forth in the Order, fees for the deployment and use of the Services

“Intellectual Property Rights” means copyright, trademark, trade secret and all other intellectual and proprietary rights.

“Order” means, depending on the context in which it is used herein, (i) the ordering documents that are entered into between You and Cirra AI for Your subscription to the Services; or (ii) ordering documents or online order specifying Your subscription to the Services; and in each of the foregoing cases, which shall be deemed incorporated herein by reference.

“Salesforce Services” means any cloud-based software, including but not limited to customer relationship management software, published by Salesforce, Inc.

4. LICENSE. Subject to all of the terms and conditions herein and Your continued and timely payment of the corresponding Fees, Cirra AI hereby grants You the applicable License subscribed under the Order. The term of Your license shall commence on the Effective Date and shall end upon Your or Cirra AI’s termination of this Agreement. The Services will not be available for use by You once these Terms are terminated.

5. PERMITTED USE. You may use the Services according to Your applicable License only. You are entirely responsible for all activities that occur under your account, including the activities of any end user (each, an “End User”) who is provisioned with an account under your account (an “End User Account”). You are responsible for maintaining the confidentiality of Your account access credentials. You may not make account access credentials available to third parties, share individual account access credentials between multiple End Users, or resell or lease access to your account or any End User Account. You agree to notify us immediately on any unauthorized use of Your account access credentials.

6. RESTRICTIONS. The Services are copyrighted by Cirra AI. You acknowledge that the Services (and their respective structures, organization, scripts, and code) constitute valuable trade secrets of Cirra AI. Accordingly, You must not: (a) copy, modify, adapt, alter, translate, port or create derivative works of the Services or other Cirra AI materials; (b) permit third parties to use the Services using Your login credentials or otherwise; (c) sublicense, distribute, sell, use for service bureau use (except if permitted by Your License), lease, rent, loan, or otherwise transfer the Services; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Services; (e) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services; (f) use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms, without Cirra AI’s prior written consent; (g) frame, mirror, or otherwise incorporate the Services or any portion of the Services as part of any application, website, or service (h) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright and trademark notices) of Cirra AI or its licensors and suppliers from the Services; (i) disseminate performance-related information relating to the Services; or (j) otherwise use, reproduce, display or copy the Services. You shall be exclusively responsible for the supervision, management, and control of Your use of the Services.

7. UPDATES. Cirra AI may from time to time in its sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Cirra AI has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.

8. OWNERSHIP; RESERVATION OF RIGHTS. You agree that (i) Cirra AI shall own and retain all right, title, and interest to the Services, to enhancements, improvements, and derivatives, and to all Intellectual Property Rights related thereto; (ii) Salesforce, Inc. shall own and retain all right, title, and interest to the Salesforce Services; and (iii) the applicable AI Provider shall own and retain all right, title, and interest to the third party AI tools and services interoperating with or used by the Services. Except as expressly licensed to You herein, Cirra AI on its behalf and on behalf of its licensors reserves all right, title and interest in the Services and all associated copyrights, trademarks, and other Intellectual Property Rights therein. This license is limited to the Intellectual Property Rights of Cirra AI and its licensors in the Services and does not include any rights to other patents or Intellectual Property Rights. You are solely responsible to subscribe to and obtain licenses to use Salesforce Services as necessary to be able to download and use the Services and all Your use of Salesforce Services is subject to the applicable Salesforce terms located at <https://www.salesforce.com/company/legal/>. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Cirra AI.

9. COPYRIGHTS. All title and copyrights in and to the Services are owned by Cirra AI or its licensors. The Services is protected by copyright laws and international treaty provisions. Therefore, when using the Services, You agree to obey the law and to respect the Intellectual Property Rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree to abide by laws regarding copyright ownership and use of intellectual property, and You shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights.

10. TRADEMARKS. All names of the Services or any documentation are trademarks of Cirra AI. All names associated with Salesforce Services are trademarks of Salesforce, Inc. Uses of trademarks in this document is intended to be in compliance with the respective guidelines and licenses.

#### 11. CONTENT

(a) Customer Content. You and End Users may provide input to the Services (“Input”), and receive output from the Services based on the Input (“Output”). We call Input and Output together “Customer Content.” As between You and Cirra AI, and to the extent permitted by applicable law, you (i) retain all ownership rights in Input and (ii) own all Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

(b) Our Obligations for Customer Content. We will process and store Customer Content in accordance with our privacy commitments. We will only use Customer Content as necessary to provide you with the Services, comply with applicable law, and enforce Cirra AI Policies. Unless expressly allowed by You, we will not use Customer Content to develop or improve the Services.

(c) Your Obligations for Customer Content. You are responsible for all Input and represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Services. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.

(d) You agree that Cirra AI may collect and use technical information (not including Customer Content) about Your use of the Services to provide support and other services to You related to the Services. Cirra AI may use this information, as long as it is in a form that does not personally identify You, to improve the Services.

12. CONFIDENTIALITY. You shall maintain as confidential all Cirra AI proprietary and confidential information disclosed or learned during the term of these Terms (“Confidential Information”). The Services shall be deemed to be Cirra AI’s Confidential Information. You shall not use the Confidential Information for any other purpose or disclose, transfer or otherwise convey such Confidential Information to any third party without the prior written consent of Cirra AI. The foregoing obligations of confidentiality and non-use shall continue in effect, with respect to each item of Confidential Information, for so long as none of the below exceptions apply thereto.

13. USER COMMUNICATION. Cirra AI reserves the right to send service e-mails notifying You of operational or other changes that may affect or change the Services. Please note that You cannot opt out of such service e-mails because these service e-mails provide information critical for the operation of the Services. YOU HEREBY GRANT US PERMISSION TO SEND YOU ALL EMAILS REGARDING THE SERVICES AS DESCRIBED ABOVE.

14. WARRANTY DISCLAIMER. THE SERVICES IS PROVIDED ON AN “AS IS” BASIS. CIRRA AI MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR ANY THIRD PARTY TOOLS AND SERVICES INTEROPERATING WITH OR USED BY THE SERVICES. CIRRA AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FOREGOING INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. UNDER NO CIRCUMSTANCE SHALL CIRRA AI BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ERRORS OR FAILURES CASUED BY ANY THIRD PARTY TOOLS AND SERVICES INTEROPERATING WITH OR USED BY THE SERVICES, OR FOR ANY MISUSE, ABUSE OR HARDWARE MALFUNCTION, OR IF THE SERVICES HAVE BEEN INSTALLED, USED, MODIFIED OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY CIRRA AI OR OTHER THAN AS PERMITTED BY THESE TERMS. CIRRA AI DOES NOT WARRANT THAT THE SERVICES WILL BE ADEQUATE FOR YOUR PURPOSES OR THAT USE OF THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES FROM CIRRA AI OR ANY THIRD PARTY.

15. LIMITATIONS ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR YOUR VIOLATION OF CIRRA AI’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THESE TERMS, THE BREACH THEREOF, THE USE OR INABILITY TO USE THE SERVICES, THE RESULTS GENERATED FROM THE USE OF THE SERVICES, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. IN ANY CASE, CIRRA AI’S ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS SHALL BE LIMITED TO U.S. \$1,000.00; BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. AI Tools. The Services may rely on, interoperate with, include, or make available third-party AI tools and services provided by AI Providers. You acknowledge and agree that Cirra AI is not responsible for any such third-party AI tools and services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Cirra AI does not assume and will not have any liability or responsibility to You or any other person or entity for any such third-party AI tools and services. Third-party AI tools and services are provided solely as a convenience to You, and You access and use them through the Services entirely at your own risk and subject to the AI Providers' terms and conditions.

17. TERMINATION. This Agreement and the license granted herein shall automatically terminate without notice upon the occurrence of any of the following: (i) Your failure to pay Fees when due; (ii) Your breach of any other terms contained herein, which is not cured within ten (10) days after Cirra AI's notice to You; or (iii) You attempt to use, copy, license, or convey the Services in any manner contrary to the terms of these Terms or in derogation of Cirra AI's Intellectual Property Rights therein. You can also terminate this Agreement by sending us a notice to such effect. Immediately upon termination of this Agreement, whether or not You receive notice of such termination, the license shall be immediately terminated and You shall not have any further rights to use the Services. Upon a termination, You shall immediately delete the Services from Your devices. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

18. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless Cirra AI and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Agreement.

19. GOVERNING LAW. These Terms will be governed by and interpreted in accordance with the law of the State of California without reference to its choice of law rules. This Agreement shall be deemed to be performed in San Francisco, CA. Both parties irrevocably submit to the exclusive jurisdiction of the state or federal courts located in San Francisco County, CA. For any action or proceeding regarding this Agreement, and both parties waive any right to object to the exclusive jurisdiction or venue of the courts San Francisco County, CA. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20. ASSIGNMENT. You shall not assign or otherwise transfer Your rights or obligations under this Agreement to a third party. IF YOU TRANSFER POSSESSION OF THE SERVICES TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

21. TAXES. You shall be responsible for all sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or local government entity on Your use of the Services.

22. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deleted and re-interpreted to the extent necessary to comply with law and interpreted and substituted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions of these Terms will continue in full force and effect.

23. EXPORT REGULATION. The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

24. FORCE MAJEURE. Other than for Your payment obligations, neither party shall be liable for any delay or nonperformance due to acts of God, natural casualties, war, terrorism, material shortages, transportation and communications delays, energy shortages and disruptions, trade embargoes, governmental regulations, strikes, civil unrest and/or other causes beyond the reasonable control of a party (a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give the other party written notice within ten (10) days of such occurrence, detailing the circumstances of the Force Majeure Event and an estimate of the anticipated delay in performance. The party whose performance is affected will use commercially reasonable efforts to develop a mutually acceptable work around plan in an attempt to minimize the impact of the Force Majeure Event. Performance shall be promptly resumed upon termination of the Force Majeure Event.

25. ENTIRE AGREEMENT. This Agreement, as set forth in these Terms, constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Cirra AI shall have the right, at any time and without notice, to add to or modify these Terms and this Agreement, simply by delivering such amended Terms to You by email at the address provided to Cirra AI by You. Your access to or use of the Services after the date such amended Terms are delivered to You shall be deemed to constitute acceptance of such amended Terms and Agreement.

26. ACKNOWLEDGEMENT. BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT; THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU MUST AGREE TO THESE TERMS IN ORDER TO USE THE SERVICES.