

End User License Agreement

AnswerShare Subscription Terms

This Master Agreement consists of the Order Form (completed per order and not reproduced here), the Master Subscription Terms / EULA (Part 1), and the Data Processing Addendum (Part 2). The standard terms below (Parts 1 and 2) are the published subscription terms that apply to every AnswerShare subscription.

Part 1 — Master Subscription Terms (End User License Agreement)

These Master Subscription Terms (“EULA” or “Agreement”) are between **Aryah Inc., a Delaware corporation, d/b/a AnswerShare** (“AnswerShare,” “we,” “us”) and the entity identified in the Order Form (“Customer,” “you”). By accepting at checkout or by signature, Customer agrees to be bound by the Order Form, this EULA (Part 1), and the DPA (Part 2).

1. Definitions

“**Service**” — the AnswerShare SaaS platform and generative-engine-optimization services, including the deployed clean-room/translation layer, Cloudflare Worker deployment, change detection and synchronization, monitoring, audits, dashboards, and support, as described in the Documentation and Order Form.

“**Instance**” — the Customer-specific deployment, configuration, and environment provisioned for Customer.

“**Order Form**” — the order document completed per order or at checkout.

“**DPA**” — Part 2 of this Master Agreement.

“**Documentation**” — AnswerShare’s then-current published user and technical documentation.

“**Customer Data**” — data, content, and materials Customer or its users submit to or generate through the Service.

“**Confidential Information**” — non-public information disclosed by one Party that is designated confidential or reasonably understood to be confidential, including the Proprietary Materials, pricing, and security information.

“**Proprietary Materials**” — AnswerShare’s platform, software, Worker code, methodologies, scoring framework, models, monitoring systems, and all related intellectual property.

2. License Grant

Subject to Customer’s compliance with this Agreement and payment of all fees, AnswerShare grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the term of the Order Form to access and use the Service and the Instance solely for Customer’s internal business purposes and in accordance with the Documentation.

3. Restrictions / Acceptable Use

Customer shall not, and shall not permit any third party to:

1. **reverse engineer, decompile, disassemble, or otherwise attempt to derive the non-public source code, internal architecture, models, scoring algorithm internals, database schema, build orchestrator, or canonical helper libraries of the Service or the Customer Instance**, or attempt to access, copy, or recreate any non-public part of the Proprietary Materials, except to the limited extent this restriction is prohibited by applicable law; **provided that nothing in this Section restricts Customer from observing, inspecting, or auditing the output served on Customer's own domains, including HTML, JSON-LD, HTTP headers, and other publicly-served content**;
2. resell, sublicense, rent, lease, distribute, or otherwise make the Service available to any third party except as expressly permitted in the Order Form;
3. use the Service to directly develop a substantially similar product or service offered to third parties, or publish public benchmarks naming AnswerShare without AnswerShare's prior written consent (not to be unreasonably withheld);
4. circumvent or exceed usage limits, security controls, or rate limits, or provision more than one Instance per subscription except as ordered;
5. introduce malicious code, interfere with the integrity or performance of the Service, or attempt unauthorized access to the Service or its underlying systems; or
6. use the Service in violation of applicable law or for any unlawful, infringing, deceptive, or harmful purpose.

4. Customer Data

As between the Parties, Customer owns all right, title, and interest in and to Customer Data. Customer grants AnswerShare a non-exclusive, worldwide license to host, process, transmit, and display Customer Data solely as necessary to provide and improve the Service and to comply with law. **AnswerShare will not use Customer Data to train any third-party foundation model or general-purpose machine-learning model.** AnswerShare may collect and use aggregated and de-identified usage data that does not identify Customer or any individual to operate, analyze, and improve the Service and AnswerShare's own internal systems.

5. Intellectual Property

AnswerShare retains all right, title, and interest in and to the Service, the Instance, the Proprietary Materials, and all improvements, modifications, and derivatives thereof. No rights are granted to Customer except the limited access license in Section 2. If Customer provides feedback or suggestions, AnswerShare may use them without restriction or obligation.

6. Fees and Payment

6.1 **Fees.** Customer shall pay the fees in the Order Form. Unless otherwise stated, fees are billed in advance, non-cancelable, and non-refundable except as expressly provided in this Agreement.

6.2 **Taxes.** Fees are exclusive of taxes; Customer is responsible for all applicable sales, use, and similar taxes, excluding taxes on AnswerShare's net income.

6.3 Late Payment, Notice, and Suspension. If any undisputed amount is not paid when due, AnswerShare will provide **one written late-payment notice on the seventh (7th) day after the due date**. If the past-due amount remains unpaid on the **fifteenth (15th) day after the due date**, AnswerShare may **suspend or disable Customer's access to the Service and the Instance** until all past-due amounts are paid. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Suspension does not relieve Customer of its payment obligations, and AnswerShare will restore access promptly after payment in full.

6.4 Renewal and Price Changes. The Order Form's renewal terms apply. AnswerShare may adjust fees effective upon renewal on at least thirty (30) days' notice before the renewal term.

7. Service Levels — Uptime

7.1 Uptime Commitment. AnswerShare will use commercially reasonable efforts to make the Service available with a **Monthly Uptime Percentage of at least 99.999%** ("**Uptime Commitment**"), measured per calendar month.

7.2 Definitions. "Monthly Uptime Percentage" = (total minutes in the month – Downtime minutes) ÷ total minutes in the month. "Downtime" = minutes the production Service is unavailable to Customer, excluding Excluded Time under §7.3.

7.3 Excluded Time. Downtime excludes unavailability caused by: (a) scheduled or emergency maintenance for which AnswerShare gives reasonable advance notice; (b) factors outside AnswerShare's reasonable control, including failure or degradation of third-party infrastructure or networks (including Cloudflare, Supabase, DNS, and Customer's own systems or connectivity); (c) Customer's acts, omissions, equipment, software, or breach; (d) force majeure; or (e) suspension under §6.3 or §9.

7.4 Service Credits. If AnswerShare fails to meet the Uptime Commitment in a calendar month, Customer's **sole and exclusive remedy** is a service credit against future fees, based on that month's Monthly Uptime Percentage for the affected Service:

- **at or above 99.9% → no credit;**
- below 99.9% but at or above 99.0% → **10%;**
- below 99.0% but at or above 95.0% → **25%;**
- below 95.0% → **50%.**

Total credits in any month will not exceed **100% of that month's fees**. Customer must request credits in writing within thirty (30) days of the affected month.

8. Service Updates and Support

8.1 Service Updates. AnswerShare may update, modify, enhance, or discontinue features of the Service from time to time. AnswerShare will not **materially degrade the core functionality** of the Service during a paid term without prior notice; if it does and does not cure within thirty (30) days of Customer's notice, Customer's remedy is the warranty remedy in §11.2.

8.2 Support. AnswerShare will provide the support described in the Documentation or the Order Form during AnswerShare's standard support hours.

9. Suspension and Termination

9.1 **Suspension.** In addition to §6.3, AnswerShare may suspend the Service if Customer's use poses a security risk, may harm AnswerShare's systems or other customers, violates §3, or as required by law.

9.2 **Termination for Cause.** Either Party may terminate this Agreement or the Order Form for the other Party's material breach uncured thirty (30) days after written notice. Termination for convenience, if any, is as stated in the Order Form.

9.3 **Effect of Termination.** On termination or expiration: (a) all licenses end and Customer shall cease using the Service; (b) Customer may export Customer Data for **sixty (60) days** after termination, after which AnswerShare may delete it; and (c) Sections 3, 4, 5, 6 (accrued amounts), 10, 11, 12, 13, 14, and 16 survive.

10. Confidentiality

Each Party shall protect the other's Confidential Information using at least reasonable care, use it solely to perform under this Agreement, and not disclose it except to personnel and advisors with a need to know who are bound by no-less-protective obligations. These obligations survive five (5) years after termination, and indefinitely for trade secrets and the Proprietary Materials.

11. Warranties and Disclaimer

11.1 Each Party represents it has the authority to enter into this Agreement.

11.2 **Limited Warranty and Remedy.** AnswerShare warrants that the Service will perform materially in accordance with the Documentation. As Customer's **exclusive remedy** for breach of this warranty: (a) AnswerShare will use commercially reasonable efforts to correct the non-conformity; and (b) **if AnswerShare fails to correct a material non-conformity within thirty (30) days after Customer's written notice, Customer may terminate the affected Order Form and receive a pro-rata refund of prepaid fees for the unused portion of the then-current term.**

11.3 **EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS," AND ANSWERSHARE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT ANY SPECIFIC GENERATIVE-ENGINE RANKING, CITATION, OR VISIBILITY RESULT.**

12. Limitation of Liability

12.1 **EXCEPT FOR THE CARVE-OUTS BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY.**

12.2 **EXCEPT FOR THE CARVE-OUTS BELOW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "GENERAL CAP").**

12.3 **Indemnification Super-Cap.** Each Party's total cumulative liability under its indemnification obligations in §13 will not exceed **two (2) times the General Cap**. This is the maximum for indemnity claims and replaces, for §13 claims, the General Cap in §12.2.

12.4 **Uncapped Matters.** Sections 12.1, 12.2, and 12.3 do not limit liability for: (a) Customer's payment obligations; (b) breach of confidentiality (§10); (c) Customer's breach of §3 (Restrictions) or infringement/misappropriation of AnswerShare's intellectual property; or (d) liability that cannot be limited under applicable law.

13. Indemnification

13.1 **AnswerShare IP Indemnity.** AnswerShare will defend and indemnify Customer against third-party claims that the Service, as provided by AnswerShare, infringes a valid patent, copyright, trademark, or trade secret in the United States, Canada, the United Kingdom, or the European Union, excluding claims arising from Customer Data, Customer's misuse, or modifications not made by AnswerShare. **If the Service is or may become the subject of such a claim, AnswerShare may, at its option and expense: (i) procure for Customer the right to keep using the Service; (ii) modify or replace it to be non-infringing while preserving materially equivalent functionality; or (iii) if (i) and (ii) are not commercially reasonable, terminate the affected Order Form and refund prepaid, unused fees. THIS SECTION 13.1 STATES ANSWERSHARE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INTELLECTUAL-PROPERTY INFRINGEMENT.**

13.2 **Customer Indemnity.** Customer will defend and indemnify AnswerShare against third-party claims arising from Customer Data, Customer's use of the Service in violation of this Agreement or law, or Customer's breach of §3.

13.3 **Procedure.** The indemnified Party shall give prompt written notice, grant sole control of the defense and settlement to the indemnifying Party, and provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party shall not settle in a way that imposes any obligation or admission on the indemnified Party without consent.

14. Data Protection and Security

AnswerShare will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data. Each Party will comply with applicable data-protection laws. The **DPA (Part 2)** is executed concurrently and governs the Parties' obligations for Personal Data processed under the Service.

15. Term

This Agreement begins on the Effective Date and continues until the Order Form has expired or been terminated under its terms. The Initial Term, renewal, and any convenience-termination right are in the Order Form.

16. Governing Law and Dispute Resolution

Governed by the laws of the State of Arizona, without regard to conflict-of-law principles. Any dispute will first be submitted to good-faith negotiation between senior executives for at least thirty (30) days; if

unresolved, it will be resolved by binding arbitration in Maricopa County, Arizona under the AAA Commercial Arbitration Rules. Either Party may seek injunctive relief in court to protect its intellectual property or Confidential Information.

17. General

17.1 **Independent Contractors.** The Parties are independent contractors; no partnership, agency, or employment is created.

17.2 **Entire Agreement; Precedence.** This Master Agreement (Order Form, EULA, DPA) is the entire agreement and supersedes all prior agreements on the subject matter. Order of precedence: Order Form, then this EULA, then the DPA (except the DPA controls over the EULA for the processing of Personal Data), then the Documentation.

17.3 **Amendment.** (a) The Order Form's commercial terms may be amended only by a writing (including a new Order Form) agreed by both Parties. (b) AnswerShare may update this EULA and the DPA (the standard terms) from time to time by posting the updated version and giving notice; updates take effect on the next renewal or thirty (30) days after notice, whichever is earlier, and Customer's continued use after they take effect constitutes acceptance. **If an update materially and adversely affects Customer, Customer may terminate the affected Order Form without penalty by notice before the update takes effect.**

17.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent (not to be unreasonably withheld), **except that either Party may assign it without consent to an affiliate or to a successor in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee assumes all obligations.**

17.5 **Waiver.** No waiver is implied by non-enforcement.

17.6 **Force Majeure.** Neither Party is liable for delays or failures (**other than payment obligations**) caused by circumstances beyond its reasonable control. The affected Party will promptly notify the other and use commercially reasonable efforts to resume. **If a force majeure event continues for more than sixty (60) days, either Party may terminate the affected Order Form on written notice; no refund of prepaid fees is owed on a termination under this Section.**

17.7 **Notices.** In writing, by email with confirmation or by overnight courier to the addresses in the Order Form.

17.8 **Severability.** If any provision is unenforceable, the remainder continues and the provision is modified to the minimum extent necessary.

17.9 **Export and Anti-Corruption.** Each Party will comply with applicable export-control, sanctions, and anti-corruption laws.

17.10 **Publicity.** AnswerShare may identify Customer by name and logo only with Customer's consent; consent given in the Order Form satisfies this.

17.11 **Counterparts; E-Signature; Click-Acceptance.** This Master Agreement may be accepted by electronic signature or by click-acceptance at checkout, each of which is binding and deemed an original.

Part 2 — Data Processing Addendum

This DPA is Part 2 of the Master Agreement and applies where AnswerShare processes Personal Data on Customer's behalf. Capitalized terms not defined here have the meanings in the EULA; if a term defined here conflicts with the EULA, this DPA controls for personal-data processing.

1 Definitions

“Personal Data” — information relating to an identified or identifiable natural person under Applicable Data Protection Law.

“Applicable Data Protection Law” — all data-protection and privacy laws applicable to processing under this DPA, including (as applicable) the EU GDPR (Reg. 2016/679), the UK GDPR and Data Protection Act 2018, and the CCPA as amended by the CPRA, and any successor or analogous law.

“Controller,” “Processor,” “Data Subject,” “Processing,” “Sub-Processor” — as defined under Applicable Data Protection Law. For CCPA/CPRA, Customer is a “Business” and AnswerShare is a “Service Provider.”

“SCCs” — the EU standard contractual clauses under Commission Implementing Decision (EU) 2021/914, as amended.

“UK Addendum” — the ICO International Data Transfer Addendum to the EU SCCs.

“Security Incident” — a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

2 Scope and Roles

2.1 Customer is Controller (or Business); AnswerShare is Processor (or Service Provider). Where Customer is a processor for a third-party controller, AnswerShare is a sub-processor.

2.2 Subject matter: provision of the Service. Duration: the Order Form term plus any legally required retention.

2.3 Nature/purpose: to provide, secure, and support the Service per the EULA and Documentation.

2.4 Data Subjects: visitors to Customer's websites, Customer's authorized users, and other individuals whose Personal Data Customer submits or generates.

2.5 Categories: identifiers (name, email, IP, device IDs), professional/employment info, content Customer submits, telemetry/usage, and other categories Customer chooses. Customer will not submit special-category (GDPR Art. 9) or children's data unless separately agreed in writing.

3 Processor Obligations

3.1 Process Personal Data only on Customer's documented instructions (the EULA, this DPA, and the Order Form), except as required by law.

3.2 Ensure authorized personnel are bound by confidentiality.

3.3 **No sale/share; purpose limitation.** AnswerShare will not (a) sell or share Personal Data (CCPA/CPRA), (b) use it for any purpose other than performing the Service or as permitted by law, (c)

retain/use/disclose it outside the direct business relationship, or (d) combine it with Personal Data from other persons, except as CCPA/CPRA permits for service providers.

3.4 **No model training.** Consistent with EULA §4, AnswerShare will not use Customer's Personal Data to train any third-party foundation model or general-purpose ML model.

3.5 Provide reasonable assistance with Data Subject requests, DPIAs/consultations, and security/incident obligations.

3.6 Maintain processing records as required and make them available on reasonable request.

4 Security

4.1 Implement and maintain commercially reasonable administrative, physical, and technical safeguards, including at minimum: (a) access controls and authentication; (b) encryption of Personal Data in transit and at rest where technically feasible; (c) network/infrastructure security; (d) regular security review; (e) personnel training; and (f) incident detection and response.

4.2 May update measures provided protection is not materially diminished.

5 Sub-Processors

5.1 **General authorization** to engage Sub-Processors (cloud infrastructure, CDN, database hosting, monitoring, support, analytics).

5.2 **List on request.** AnswerShare will provide a then-current Sub-Processor list (identity + processing location) **within ten (10) business days of written request**, up to twice per calendar year (more in connection with a Security Incident or regulatory inquiry).

5.3 Impose data-protection obligations no less protective on each Sub-Processor by written contract.

5.4 AnswerShare remains responsible for its Sub-Processors' acts/omissions, subject to the EULA's liability limits.

5.5 **Change notice / objection.** AnswerShare will notify Customer of new Sub-Processor categories or material changes by updating this DPA or by email to the notices contact. Customer may object within thirty (30) days on reasonable data-protection grounds; if unresolved in good faith, Customer's sole remedy is to terminate the affected Order Form without penalty and receive a pro-rata refund of prepaid fees for the unexpired term.

6 International Data Transfers

6.1 **Mechanisms** (in order): **(a) EU SCCs** for EEA transfers (Module Two Controller-to-Processor, or Module Three Processor-to-Processor), deemed executed by execution/acceptance of this Master Agreement; elections: Clause 7 docking applies; Clause 9(a) Option 2 (general authorization) with notice under Section 5.5 of this DPA; Clause 11 optional redress not opted in; Clause 17 governing law of Ireland; Clause 18 forum Ireland; Annexes I–III populated by reference to this DPA and the Order Form. **(b) UK Addendum** for UK transfers, on top of the EU SCCs. **(c) Other** frameworks (e.g., Swiss FDPA) as required.

6.2 Implement supplementary measures as needed for an essentially equivalent level of protection.

7 Security Incidents

7.1 Notify Customer **without undue delay and within seventy-two (72) hours** of becoming aware of a Security Incident affecting Customer's Personal Data.

7.2 Notice will include, to the extent known: nature of the incident, categories/approximate numbers affected, likely consequences, measures taken/proposed, and a contact point; with updates as available.

7.3 Notification is not an admission of fault or liability.

8 Data Subject Rights

AnswerShare will provide reasonable assistance with Data Subject requests (access, rectification, erasure, restriction, portability, objection) and will redirect any request received directly to Customer without undue delay, not responding substantively except on Customer's instruction or as required by law.

9 Audits

9.1 AnswerShare will make available, on reasonable request, summary information about its measures and then-current third-party audit reports (e.g., SOC 2 Type II, ISO 27001); these satisfy Customer's audit rights to the extent permitted.

9.2 Where law requires more, Customer (or an independent auditor under confidentiality) may audit no more than once per year on 30 days' notice, limited to Customer's Personal Data, not unreasonably interfering with operations and not disclosing other customers' information. Customer bears the cost unless material non-compliance is found.

10 Return and Deletion

On termination/expiration, AnswerShare will, at Customer's election, return or delete Personal Data within the EULA §9.3 window (sixty (60) days), except where retention is legally required or for legal claims. Backups are deleted per AnswerShare's standard retention policy and not actively processed in the interim.

11 Liability

Liability under this DPA is subject to the EULA §12 limits, except where prohibited by Applicable Data Protection Law (including the SCCs).

12 Term; Governing Law

This DPA runs for the Master Agreement term and as long as AnswerShare processes Personal Data on Customer's behalf. Except as provided in Section 6.1 of this DPA (SCC governing law) or as required by Applicable Data Protection Law, it is governed by EULA §16 (Arizona).