

COPADO AI PLATFORM TRIAL AGREEMENT

The Copado AI Platform Trial Agreement (the "Agreement") between Copado, Inc. or its Affiliates ("Copado") and Customer ("Customer" or "You") governs the provision, access, and use of the Copado AI Services (as defined below). This Agreement is effective as of the date of acceptance or Your use of the AI Services. Copado and Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

BY ACCEPTING THESE TERMS, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE AGREEMENT AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN COPADO AND YOU. IF YOU ARE ACTING ON BEHALF OF ANY BUSINESS ENTITY, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ENTITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE AI SERVICES.

1. Definitions.

- "Acceptable Use Policy"** means Copado's published policy on Acceptable Use of Copado's various services offerings. The Acceptable Use Policy can be found here: <https://www.copado.com/company-legal-agreements>
- "Affiliate"** of a party means any legal entity in which a party directly or indirectly holds more than fifty percent (50%) of the shares or voting rights or has the direct or indirect power to direct the management and policies of an entity, or controls or is under common control with a legal entity which holds the foregoing ownership or management power.
- "AI Services"** means the free versions of (i) Copado Agentia solutions (limited to a 14 day free trial), and (ii) Copado AI Platform, including, but not limited to, no-fee derivatives thereof such as Copado's Agentforce Agent, Copado's VSCode Extension, Copado Essentials' AI Agent, Copado's AI Slack integration, and any other agent available in connection with the AI Services. For purposes of this Agreement, AI Services do not include products or services purchased via a Copado order form nor do they include any Non-Copado Applications.
- "Copado Materials"** mean any documents or materials related to the AI Services provided or produced by or with Copado, and any improvements, designs, contributions or derivative works thereto.
- "Customer Data"** means any content, materials, data and information that Customer's Users enter into the Service.
- "Confidential Information"** means, with respect to Customer, Customer Data, and with respect to Copado: (a) the AI Services, the Copado Materials, and any improvements of the AI Services; (b) computer software (both object and source codes); (c) techniques, concepts, methods, processes, designs, and program interfaces embodied in or relating to the AI Services and Copado Materials; and (d) all system security and system architecture design relating to the AI Services. In addition to the foregoing, Confidential Information of either Copado or Customer (the party disclosing information being the "Disclosing Party") includes information: (a) the Disclosing Party protects against unrestricted disclosure to others designated as confidential at the time of disclosure; and (b) information that should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- "Documentation"** means the usage guides and policies relating to the AI Services as updated from time to time and generally made available by Copado to users of the AI Services.
- "Restricted Information"** means (i) personal data (other than registration information), (ii) financial account or credit card numbers, (iii) medical information or Protected Health Information, (iv) government identification numbers, (iv) information regulated by the International Traffic in Arms Regulations or otherwise prohibited by U.S. export laws, or (v) any other information expressly restricted in the Acceptable Use Policy.
- "Users"** means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals granted access to the AI Services by or through Customer.

2. Access Rights and Restrictions

- Subject to Customer's compliance with this Agreement, Copado grants to Customer a non-exclusive, non-transferable right during the term to permit its Users to remotely access and use the AI Services and Copado Materials for Customer's internal purposes and otherwise in accordance with this Agreement, Copado's Acceptable Use Policy, and the Documentation. Except for the limited rights expressly granted herein, Copado reserves all rights or interests not expressly granted to Customer in the Agreement.
- Customer shall not, and shall ensure that its Users do not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise make the AI Services available to its clients or any other third parties (other than Users who are using the Service in accordance with Customer's Permitted Use) or in a service bureau or outsourcing offering; (b) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Service; (c) store or transmit any content, data or information that is infringing, unlawful, abusive, harassing, tortious, defamatory, vulgar, libelous or invasive of another's privacy right or right of publicity; (d) use any automated or programmatic method to extract data or output from the AI Services, including scraping, web harvesting, or web data extraction; (e) represent that output from the AI Services was human-generated when it is not; (f) interfere with or disrupt the software and systems used to host or connected with the Service; (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (h) access or use the AI Services for the purpose of building a competitive product or service or copying its features or user interface; (i) use the Service in a manner that violates any applicable local, state, national, international or foreign law or regulation; (j) enter Restricted Information into the Service; or (k) export the AI Services or Copado Materials to countries, persons or entities prohibited by United States export laws.
- Customer is solely responsible for the (i) acts and omissions of its Users as if they were the acts and omissions of Customer, (ii) accuracy, quality and legality of Customer Data and any use of output from the AI Services, and (iii) actions or failure to act of any AI Services that are initiated, prompted, or directed by Customer or its Users, or that act in accordance with instructions, prompts, or directives provided by Customer or its Users. Customer expressly acknowledges that the AI Services involve AI and machine learning, which are known to occasionally result in incorrect information. Customer is solely responsible for evaluating the output and any further use of the output.
- Copado may use Customer Data to perform the AI Services, comply with applicable law and our privacy policy found at www.copado.com, and otherwise enforce our policies. Copado may modify the AI Services in its sole discretion at any time. The AI Services permit integration with third-party products; to the extent Customer implements and/or utilizes any such integration, Customer hereby consents to the transfer of Customer Data via the established integration. Copado is not responsible for any third-party products. Any use, integration, or procurement of third-party products or AI Services is solely between Customer and the applicable third-party provider.
- Copado will maintain commercially reasonable administrative, physical and technical safeguards designed to protect the confidentiality and integrity of Customer Data. Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the AI Services and shall promptly notify Copado of any unauthorized access to or use of the AI Services and shall take all reasonable steps to immediately mitigate such improper use or disclosure.

3. Use of Third-Party Providers.

Copado's AI Services leverage third-party AI Models via Google Cloud's Vertex AI. Customer acknowledges and understands that by using Copado's AI Services, the Customer Data entered into Copado's AI Services goes to third party models within Copado's Google Cloud Infrastructure ("GCP"). Customer agrees to comply with [Google API's Terms of Service](#), and [Anthropic's Acceptable Use Policy](#), which may be

subject to change at the provider's discretion. If Customer is not able to use third party AI models due to confidentiality obligations, internal policies, laws, rules, or regulations, Customer should refrain and/or immediately cease use of any AI Services. Customer acknowledges that GCP processing occurs either in the European Union or the United States and shall be based on the geographic location of Customer's other Copado Services, pending availability of that region in GCP for the applicable AI model. If a region is unavailable, it will default to the closest proximate region.

4. Trial Version.

- 4.1. Copado will make the AI Services available to you on a no-charge basis until the earlier of (a) the start date of any payable subscription services ordered by You or (b) termination by Copado in its sole discretion.
- 4.2. Copado may impose usage limits on free AI Services. Free trials may be limited to 100 prompts per month. If Customer exceeds a usage limit, Copado may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Copado's efforts, Customer is unable or unwilling to abide by a usage limit, Copado will terminate the free version unless Customer purchases a subscription for the paid version of Copado AI Services.
- 4.3. Copado will provide limited support to Customer for the AI Services, which includes reasonable efforts to respond to Customer inquiries regarding basic setup, access, and usage of the Services. Copado does not guarantee any specific response or resolution times for support inquiries as part of this Agreement. Copado is under no obligation to provide support, account management, training, customization, integration assistance, or any support beyond the limited support described herein.
- 4.4. Customer agrees to provide feedback to Copado regarding the AI Services. Copado shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate the feedback provided by Customer or Users into other Copado products and services.

5. Confidentiality.

- 5.1. With respect to the Confidential Information of the other, each party: (a) shall use reasonable care, which shall not be less than the care it takes to protect its own similar proprietary and confidential information and in no event be less than a reasonable standard of care, to keep all Confidential Information strictly confidential; and (b) except as otherwise set forth herein, shall not disclose Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. Confidential Information of either party disclosed prior to execution of the Agreement shall be subject to the protections afforded hereunder. If the receiving party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. The foregoing restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was previously known to the receiving party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.
 - 5.2. Each Party shall retain all ownership and intellectual property rights, title, and interest in and to their Confidential Information. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and shall contain all confidential or proprietary notices or legends appearing on the original. Each party shall notify the other promptly upon discovery of any unauthorized disclosure or use of the other's Confidential Information, and will cooperate in every reasonable way to help the other regain possession of its Confidential Information and/or to prevent further unauthorized use or disclosure. In the event of the threatened or actual breach of this Agreement, a party may have no adequate remedy at law and shall be entitled to, in addition to any other legal remedies available, (a) all equitable remedies, including immediate injunctive relief (without bond and without the necessity of showing actual monetary damages) and (b) reasonable attorney's fees incurred in enforcing its rights hereunder.
 - 5.3. For the avoidance of doubt, System Data (as defined below) constitutes Copado Confidential Information. "System Data" means anonymized, aggregated data compiled by Copado and/or the AI Services relating to use of the AI Services, including use by Customer, that is not attributable to Customer or any user, customer, or company, and is used for benchmarking and other metrics within the AI Services.
- 6. Warranty and Disclaimer.** Customer acknowledges and agrees that the AI Services including (without limitation) all updates and enhancements are provided "AS IS," and "AS AVAILABLE" without warranty of any kind, and ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MATTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING, COPADO DOES NOT WARRANT THAT THE AI SERVICES WILL BE UNINTERRUPTED, FREE OF ERRORS, DEFECTS OR WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING CORRECTED.
- 7. Third Party Claims.** Each party ("Defending Party") will defend the other party ("Defended Party") against any third-party claim ("Claim") alleging that the Confidential Information provided by the Defending Party infringes any U.S. patent, copyright or trade secret, or other non-patent intellectual property right of such third party. The Defending Party will pay damages finally awarded against the Defended Party (or the amount of any settlement the Defending Party enters into) with respect to such Claims, and will pay reasonable attorney's fees in connection with such defense. Neither party shall have any such obligations for its Confidential Information hereunder where the Claim directly or indirectly arises from the other party's misuse or unauthorized modification of such Confidential Information. This obligation is contingent on the Defended Party providing the Defending Party: (i) written notice within thirty (30) days of receiving a Claim; (ii) all reasonable assistance (at the expense of the Defending Party) and necessary information within its control for the Defending Party to conduct a defense; and (iii) with sole control of the defense and settlement of the Claim. If the use of the Service or Copado Materials infringes, or in Copado's determination, is likely to infringe, a third party proprietary right, Copado may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the allegedly infringing item(s), (b) substitute or modify such item to be non-infringing and have equivalent functionality, or if the foregoing options are not commercially reasonable (c) terminate the Agreement. THE FOREGOING STATES THE DEFENDING PARTY'S ENTIRE LIABILITY AND THE DEFENDED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS THEREOF.
- 8. Limitation of Liability.** EXCLUDING CUSTOMER'S VIOLATION OF SECTION 2 OR A FAILURE TO COMPLY WITH APPLICABLE LAWS, IN NO EVENT WILL THE PARTIES, THEIR AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES IN EXCESS OF \$1,000 UNDER ANY LEGAL THEORY (WHETHER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH CUSTOMER'S USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE AI SERVICES OR COPADO MATERIALS, INCLUDING FOR ANY (A) DIRECT DAMAGES; OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF

REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OR INACCURACY OF DATA, WHETHER OR NOT REASONABLY FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Termination.

- 9.1.** Copado may terminate Customer's free access at any time with written notice. The Agreement shall terminate immediately upon the earlier of: (a) the scenarios set forth in Section 4.1 or (b) the existence of a claim which precludes continued access to the Service. Upon expiration or termination, Copado will deactivate Customer's User(s) and password(s) and/or temporarily suspend access to the AI Services or a portion thereof. Copado also reserves the right to suspend any Customer User if and to the extent Copado reasonably determines that the continued use of the AI Services may result in material harm to the AI Services or any of Copado's other services (including the security of the systems used to provide the Service), or other customers or the rights of third parties. Copado will promptly notify Customer of any suspension.
- 9.2.** Any provisions which by their nature should survive, shall survive the expiration, termination or rescission thereof and continue in full force and effect after this Agreement is terminated.

10. Miscellaneous.

- 10.1. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between Copado and Customer in connection with the parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on any such representations, discussions and writings. Except as expressly set forth herein, only a writing signed by both parties may modify the Agreement. For purposes of clarity, this Agreement does not amend, supersede, or replace any agreements that govern the purchase of other Copado products or services.
- 10.2. No Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by the waiving party. If either party should waive any breach of any provision of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision.
- 10.3. Assignment.** Customer may not, without Copado's prior written consent, assign, delegate, pledge, subcontract, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement to any third party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Copado may assign the Agreement to any of its Affiliates or to a successor as a result of merger, consolidation, acquisition or sale of all or substantially all of Copado's assets. Copado may in its sole discretion sub-contract parts of the Service to third parties provided that Copado shall be liable for any breach of the terms of this Agreement attributable to any such third party.
- 10.4. Independence.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third-party beneficiaries to the Agreement. Customer acknowledges and agrees that Copado is not in the business of providing legal or any other advice, and that no output or content available within the Service or provided by Copado in connection therewith should be misconstrued as legal or other advice.
- 10.5. No Conflicts.** Customer is solely responsible for determining the suitability of the Service for its business and complying with any regulations, laws, or conventions applicable to Customer's use of the Service. Customer ensures that no legal requirements of Customer prevent Copado from fulfilling its contractual obligations under the Agreement in compliance with applicable law, including, without limitation, to the extent required, ensuring that all concerned individuals have previously declared consent to a possible processing of personal information. Customer shall be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service and Copado Materials or other materials by Customers and its Users.
- 10.6. Publicity.** With Customer's consent, Copado shall have the right to use Customer's name and logo in communications with third parties, provided that such use is revocable by Customer at Customer's discretion. You may not use Copado or any of its Affiliates' name or logo without Copado's express written consent.
- 10.7. Governing Law and Venue.** The Agreement and any claims arising out of or relating to the Agreement and its subject matter shall be governed by and construed under the laws of Illinois, without reference to its conflicts of law principles. All disputes hereunder shall be subject to the exclusive jurisdiction of the state or federal courts located in Chicago, Illinois ("Selected Venue") and each party hereby irrevocably and unconditionally consents to personal jurisdiction of the Selected Venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.
- 10.8. Notice.** All notices pursuant to the Agreement shall be in writing and shall be deemed duly given when delivered (certified or registered mail or by an overnight courier service with delivery receipt) to 330 N. Wabash Ave., Fl 23, Chicago, IL 60611 with copy to legal@copado.com for Copado or, for Customer, via the AI Services or to the email address on file for Customer.
- 10.9. Updates.** Copado may amend this Agreement from time to time by posting a revised version for acceptance prior to Your next access, or via notice to You by emailing the email we have on file. Those changes will become effective no sooner than 30 days after we notify you. All other changes will be effective immediately. Your continued use of the AI Services after any change means you agree to such change.
- 11. Copyright Complaints.** If you believe that your intellectual property rights have been infringed, please send notice to legal@copado.com and to 330 N. Wabash Ave., Fl 23, Chicago, IL 60611. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers. Written claims concerning copyright infringement must include the following information:
- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
 - A description of the copyrighted work that you claim has been infringed upon;
 - A description of where the material that you claim is infringing is located on the site;
 - Your address, telephone number, and e-mail address;
 - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.