Crystal aOS Third-Party Firm Agreement

1 This version: 20 April 2026 v1.0. Last updated: 20 April 2026 v1.0. Previous versions: None. Originally issued: 20 April 2026.

2 This Crystal aOS Third Party Firm Agreement (**3PF Agreement**) is entered into by Agentic Assets Ops (Aus) Pty Ltd of 805 / 220 Collins St, Melbourne VIC 3000 (ACN 672 615 851) (**Agentic**, **we**, **our**, **us**), and the person that either executes an Order Form for a subscription to the Services or signs up for and accesses the Services under a Free Trial (**Third-Party Firm**, **you, your**), who each agree to be bound by the terms and conditions set out in this Agreement (and any ancillary documents expressly referenced herein) to the exclusion of all other terms. Agentic and the Third-Party Firm are each a Party, and together are Parties to this Agreement.

3 **Authority and Eligibility**. You confirm that you have the legal capacity and authority to enter into this Agreement. If you are acting on behalf of a company or other legal entity, you also confirm that you are authorized to bind that entity, and all references to'you' and 'your' in this Agreement shall refer to that entity and its Authorized Users as applicable. In either case, you confirm that your use of the Services is permitted under the laws applicable to you.

4 **Implied Agreement**. If you do not understand or do not agree to this Agreement, but keep accessing and using the Services we will treat you, and all Authorized Users, as having agreed to this Agreement and any updated version of this Agreement.

Services

5 **Services**. Throughout the Free Trial or Subscription Term, Agentic will make available access to governed agentic operations software – Crystal agentic Operating System (**Crystal aOS**), available at https://app.crystalaos.ai/ – that includes:

- **a)** tooling to build, test, publish, use, improve, share, delete and archive Agentic Assets,
- **b)** integrations with third-party tools,
- **c)** layers of governance features configurable by you,
- **d)** agent and workflow orchestration, and
- **e)** associated technical support and Deployment Support, and
- **f)** additional features and functionality as Agentic may release, modify, or discontinue from time to time in its sole discretion,

each of which enable you to:

- **g)** build, deploy, manage and govern use of generative AI and agentic AI operations within your Crystal aOS environment, and
- **h)** elect to make available your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS to Clients of ours (who are also clients of yours).

6 **Excluded Services**. The Services provided by Agentic do not include:

- **a)** legal, regulatory, compliance or professional advice, products or services of any kind;
- **b)** cyber security advice, auditing or guarantees of security outcomes;
- **c)** accounting, financial or tax advice, products or services of any kind;

d) any representation, guarantee or warranty that:

- **i)** the Outputs generated through use of the Services, including from Agentic Assets, direct LLM interaction, or any other feature of Crystal aOS constitute advice, products or services of the kinds set out at paragraphs a) to c) above,
- **ii)** the use of Crystal aOS will result in compliance with all applicable laws and regulations,
- **iii)** Agentic Assets built by you or that you make available to your clients via Crystal aOS will perform without error or operate within any defined scope or risk tolerance levels established by you;

e) any service not expressly described, or scope of service outside of that described, in the applicable Order Form;

f) user training, onboarding, custom development, or bespoke integration, except to the extent expressly set out in an applicable Order Form;

g) any service of processing or collecting fees or payments receivable by you or on your behalf and in respect of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS in accordance with the terms agreed between you and your client;

h) data recovery services that extend beyond default backup periods, as may be adjusted by you or any Authorized User, as applicable, in the account, organization or other data retention settings; or

i) support for third-party model providers, API services, MCP Servers, or other third-party platform infrastructure unless otherwise specified in an Order Form or additional terms.

Term and Termination

7 The **Effective Date** of this Agreement is the earliest of: a) the effective date of the first Order Form executed by the Parties, or b) the date you receive credentials to access the Services under a Free Trial. For the avoidance of doubt, execution of a renewal Order Form commences a new Subscription Term but does not reset the Effective Date of this Agreement.

8 **Subscription Term** means the period of access to and use of the Services from the Effective Date to the date for renewal or expiry specified in the Order Form or the expiry date of the Free Trial, as applicable.

9 **Auto-Renewal**. The subscription shall automatically renew for successive annual periods unless you provide Agentic with written notice of non-renewal at least thirty (30) days prior to the end of the applicable Subscription Term. This clause does not apply to Free Trials, which expire at the end of the applicable Free Trial period without renewal.

10 **Termination for Cause**. A Party may terminate this Agreement or an Order Form for cause in the circumstances set out below:

a) upon a material breach of this Agreement by the other Party that remains uncured for thirty (30) days after written notice specifying the breach in reasonable detail; provided that the following breaches shall not be subject to a cure period and shall entitle the non-breaching Party to terminate immediately upon written notice:

- i) non-payment of Fees by you for thirty (30) days after the due date of an invoice;
- ii) you engaging in any behaviour prohibited under this Agreement;
- iii) your use of, or your permitting any Authorized User's use of, AI Outputs as the

primary basis for any decision with material legal, financial, health or safety consequences without adequate documented human review as required under this Agreement; or

iv) Agentic's failure to provide the Services in material conformance with the SLA for a continuous period of thirty (30) days or more, where you have notified Agentic of such failure and Agentic has not remedied the non-conformance with that period;

b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within sixty (60) days of the commencement thereof.

11 **Effect of Termination**. Termination of this Agreement will concurrently terminate all active Order Forms. Upon termination of this Agreement and/or an Order Form:

a) you will have no further right to use the Services under the terminated or cancelled Order Form(s) and Agentic will remove your access to the same, subject to the data export period set out at paragraph c) below; and

b) unless otherwise specified herein, you will not be entitled to a refund of Fees paid; provided that if you terminate for Agentic's material breach in accordance with this Agreement (Termination for Cause), you shall be entitled to a pro-rata refund on any prepaid, unused Fees paid to Agentic;

c) Agentic shall make Your Content available for export for a period of thirty (30) days following the date of termination (**Export Period**). You are solely responsible for exporting Your Content during the Export Period, and for meeting your obligations to your clients to which you have licensed for use your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS. Following the expiry of the Export Period, Agentic may delete Your Content in accordance with its standard data retention practices, and shall have no obligation to retain, return, or provide access to Your Content thereafter.

12 **Survival**. The following clauses shall survive termination or expiry of this Agreement: Intellectual Property (including ownership and licenses that are expressly stated to be perpetual), Limitation of Liability, Indemnification (if applicable), Confidentiality, Fees and Credits (with respect to amounts accrued or owing prior to termination), Effect of Termination (including the data export obligation), AI and Data Sovereignty, Dispute Resolution and Arbitration, Governing Law, and this Survival clause. Termination of this Agreement will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

Third-Party Products and Services; Third-Party Integrations

13 **Third-Party Products and Services; Third-Party Integrations**. You, as a Third-Party Firm, may use Crystal aOS as a platform through which to make available to your clients:

a) your products and services in accordance with the privacy policies and terms and conditions agreed between you and your clients (**Third-Party Products and Services**); and/or

b) your tools, data, or other products and services in accordance with the privacy

policies and terms and conditions agreed between you and your clients, as configured to operate within Crystal aOS by agreement between us and you and if applicable also your client (**Third-Party Integrations**),

while acting in accordance with the Crystal aOS Master Agreement and this 3PF Agreement. You understand and agree that by creating a Crystal aOS Account, and making available your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS:

c) You are responsible for collection of any fees from making available for license and use your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS and that Agentic does not support the collection of such fees for or on behalf of Third-Party Firms via Crystal aOS unless otherwise explicitly agreed in an Order Form or separate agreement with you.

d) This Agreement does not purport to contain all the information a Third-Party Firm may require to make a decision in relation to use of Crystal aOS, the Services, Our Content, or the Third-Party Firm's lawful ability to use the same. Before making any decision in relation to use of Crystal aOS, the Services, or Our Content, a Third-Party Firm should obtain its own independent and professional advice, including taxation, financial and legal advice as appropriate.

e) You are responsible for setting the terms applicable to your clients' license and use of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS or in connection with your and their use of Crystal aOS, and uploading the applicable terms via Crystal aOS.

f) You are prohibited from providing or including any content in your use of the Services, and how you make available your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS, that consist of unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created or owned by, or otherwise validly licensed to, you.

g) You are prohibited from using the Services, or making available Your Content or any of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS (including types of Agents), that are designed to have features and functionality that perform an activity (such as raising value in the form of money or digital assets) or provide a service that requires upfront and/or ongoing authorizations, registrations, licenses or other conditions (**Requirements**) that absent such Requirements the activity or service would constitute the unauthorized and illegal performance of the activity or provision of service.

h) You are responsible for seeking your own professional independent legal advice about your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS embodying content where the ownership or use rights is unknown or disputed.

i) You are responsible for seeking your own professional independent legal advice about the legality in all applicable jurisdictions of the license and use of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS, and which may be subsequently traded on secondary market platforms, or privately, beyond the control of you and us.

j) You are responsible for seeking independent professional advice regarding your legal and regulatory obligations under applicable laws and complying with those obligations before you use the Services and make your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS available to your clients (also our Clients).

k) You are responsible for monitoring the market and providing information to the public as well as to us about scam or fake projects or any other conduct that could cause harm as soon as possible. You must monitor your social media channels for misleading information or fake reviews, correct them without delay so that your clients (and our Clients) are not misled, and report such conduct to us.

l) You are responsible for seeking independent professional advice regarding your obligations under applicable tax laws to collect information, provide information and to whom, and to collect, withhold and remit amounts on account of your tax obligations in respect of your use of the Services.

m) To the extent that secondary sales, or private sales, of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS, are made outside of Crystal aOS with other third-party sites that may be 'electronic distribution platforms' under the Australian GST Act (or foreign equivalent), then it is your responsibility to determine the contractual and disciplinary actions available to you in respect of any breach by your client of the terms agreed between you and them, and whether written agreements need be entered into with one or more of those third-party site providers to manage your legal and tax obligations in the event a payment, including a seemingly gratuitous payment, is received by you.

n) If you are an Australian resident or non-Australian resident Third-Party Firm, with respect to your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS, you are responsible for:

i) Collecting, paying, and reporting GST to the Australian Taxation Office for all supplies to Australian consumers of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS (including Your Content) that are considered a 'taxable supply', an 'inbound intangible consumer supply' or an 'offshore supply of low value goods' under the Australian GST Act.

ii) Providing a document to your clients (also our Clients) that sets out:

1) the supply (in relation to the license and use of you Third-Party Products and Services via Crystal aOS and/or licensing of Your Content); and

2) your name or the name of the entity or entities that you are licensing the use of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS from and selling and/or licensing the use of Your Content, as the supplier/s of the supply.

3) Ensuring that your terms sufficiently deal with the applicable legal and tax rules about any ongoing obligations upon you with respect to secondary sales and private sales outside of Crystal aOS.

14 **Relationship**. No relationship of partnership, agency or employment exists between us and you. Except for the obligations upon Agentic to its Clients set out in the Master Agreement, and to you set out in this Agreement, Agentic bears no responsibility or liability for the fitness for purpose, quality, accuracy or completeness of your Third-Party Products and Services, or Third-Party Integrations, you make available, and license for use, to your clients via Crystal aOS, we make no representations, warranties or covenants regarding any Third-Party Products and Services, and we are not a party to any agreement(s) between you and your client with respect to any Third-Party Products and Services you provide via Crystal aOS.

15 **Waiver regarding your Third-Party Products and Services, or Third-Party Integrations, you make available via Crystal aOS**. You hereby waive any claim against Agentic with respect to your Third-Party Products and Services, or Third-Party Integrations, you make available to your clients via Crystal aOS in connection with the access and use of the Services.

Support

16 **Support and SLA**. Agentic will provide commercially reasonable technical support during the Subscription Term in accordance with Agentic's Service Level Agreement, available at https://www.crystalaos.com/policies/crystalaos-sla.

17 **Support regarding Unfair Terms**. At any time, you can sign into your Crystal aOS Account to submit a support request including to suggest updates to any terms and conditions contained in this Agreement (and any ancillary documents expressly referenced herein) that you consider are unfair or unreasonable based on the laws applicable to us and you.

18 **Third-Party Integrations Support**. Agentic will provide priority support for Third-Party Integrations with Crystal aOS for additional fees as set out in the Order Form.

19 **Deployment Support.** Agentic will provide the level of technical support set out in the Order Form for your deployment of Crystal aOS, which may be either a) SaaS Deployment, b) Hybrid Deployment, or c) On-Premises Deployment, as the capitalized terms are defined in the Order Form. Agentic will use best endeavours to schedule technical support for the selected method of deployment on or as close to your preferred start date but scheduling remains subject to the availability of Agentic's resources.

Fees & Credits

20 **Fees** means the amounts payable by you to Agentic in exchange for the allocation of Credits (corresponding to your selected Credits Tier, as applicable) for the relevant Subscription Term, as set out in the applicable Order Form.

21 **Credits** means the units of consumption allocated to your Crystal aOS Account for a Subscription Term, corresponding to the applicable Credits Tier. Credits are consumed each time you access or use Crystal aOS, at rates that vary by feature as displayed within the Crystal aOS Account Usage Dashboard and as notified to you before you confirm an activity that would exhaust your Credits. Credits have no cash value and may not be redeemed, transferred, or carried forward except as expressly permitted under this Agreement or the applicable Order Form.

22 **Credits Tier** means, if applicable, the band of Credits allocation purchased by you, as set

out in the applicable Order Form, each tier corresponding to a specified volume of Credits and associated Fees for the relevant Subscription Term.

23 **Usage Dashboard** means the near real-time usage and consumption interface made available to you within Crystal aOS, displaying your current Credits balance, consumption by feature, and projected Credits remaining at end of the Subscription Term based on current usage patterns.

24 **Payment terms**. You are responsible for paying all Fees when due as set out in the applicable Order Form. You must ensure that a valid payment method is maintained on your account at all times, including upon entering or renewing your Subscription Term, topping up Credits, or upgrading your Credits Tier (if applicable). Agentic reserves the right to suspend access to, including suspending all running operations within, Crystal aOS if payment is not received by the due date.

25 **Top-ups and Tier Upgrades.** You may increase your Credits at any time during a Subscription Term by either:

o) **topping up** – purchasing additional Credits within your existing Credits Tier at the per-Credit rate set out in the applicable Order Form; or

p) **(if applicable) upgrading your Credits Tier** – moving to a higher Credits Tier, in which case the Fees for the upgraded tier shall apply from the date of upgrade, and any remaining Credits from your prior tier shall be carried forward and added to the Credits allocated under the upgraded tier.

Any top-up Credits or tier upgrade Credits shall expire at the end of the then-current Subscription Term unless otherwise agreed in writing.

26 **Credit exhaustion**. If your Credits balance reaches zero at any point during a Subscription Term, you will lose access to the Services except for your access to export Your Content and formally delete your Crystal aOS Account within thirty (30) days of the Credits balance reaching zero, and all operations running within Crystal aOS will be suspended provided that Agentic shall use reasonable endeavours, where technically feasible, to allow in-process Workflow executions and agent operations to complete or reach a safe stopping point before suspension takes effect, but this obligation is on a reasonable-endeavours basis only and Agentic does not guarantee completion of any in-process operation. Suspension shall continue until additional Credits are purchased. Agentic shall have no liability for any loss, damage, or disruption arising from suspension of access and operations within Crystal aOS due to Credit exhaustion, including any loss, damage, or disruption arising from the inability of an in-progress operation to reach a safe stopping point. In addition to the Credit usage warnings you can set in-app, Agentic will use reasonable endeavours to provide you with notice when your Credits balance falls below ten percent of your original Credits Tier allocation, but failure to provide such notice shall not affect Agentic's right to suspend access and operations within Crystal aOS upon exhaustion.

27 **Refunds**. Except as expressly set out in this Agreement, Fees are non-refundable. Agentic shall have no obligation to refund Fees in respect of unused Credits remaining at the end of a Subscription Term or upon termination of this Agreement, save where termination is due to Agentic's material breach.

28 **Fee Adjustments**. Fees may be adjusted by Agentic annually and mid-Subscription Term as follows:

b) **Annual Adjustmen**t. Subject to clause c) below, on each 12-month anniversary of the Effective Date, Fees may be increased by Agentic on no less than thirty (30) days' prior written notice. Any such increase shall not exceed the greater of:

i) 3%; or

ii) the percentage change in Applicable Price Index over the preceding 12-month period,

in each case calculated on the Fees payable immediately prior to the adjustment taking effect.

Applicable Price Index means the official consumer or producer price index published by the governmental or central bank authority of the country in which you are domiciled, or where no such index exists or is readily ascertainable, CPI-U as published by the U.S. Bureau of Labor Statistics, in each case measured using the most recently published figures available at the date of the adjustment notice.

c) **Mid-Subscription Term Adjustmen**t. Where Agentic experiences a material increase in input costs that are beyond its reasonable control, Fees may be adjusted on no less than thirty (30) days' prior written notice accompanied by supporting evidence of the relevant costs increases. Upon receipt of such notice, you may, within fifteen (15) business days, request further detail or supporting documentation. If you dispute the proposed adjustment, the Parties shall first attempt to resolve the dispute in accordance with the Fee Disputes mechanism set out in this Agreement before the adjustment takes effect. Any mid-Subscription Term adjustment shall be limited to the amount reasonably necessary to offset the documented increase in input costs. No more than one mid-Subscription Term adjustment may be made in any 12-month period.

d) **Interaction of Adjustments**. Where a mid-Subscription Term adjustment under clause b) has taken effect within the 12-month period preceding an annual adjustment under clause a), the permissible annual increase shall be reduced by the percentage uplift already applied in that mid-Subscription Term adjustment. If the mid-Subscription Term adjustment equals or exceeds the maximum permitted annual adjustment, no annual adjustment shall be made at that anniversary. Unused annual adjustment entitlement shall not carry forward to subsequent periods.

e) **Feature Consumption Rates**. Agentic reserves the right to adjust the Credit consumption rates applicable to any feature of Crystal aOS on no less than thirty (30) days' prior written notice. Notice of any such adjustment shall be given in writing to your Main Contact as set out on the Order Form and displayed prominently within the Usage Dashboard for no less than thirty (30) days before the adjustment takes effect. An adjustment to feature consumption rates has the economic effect of increasing the rate at which Credits are consumed and Agentic shall not simultaneously increase both Fees and feature consumption rates without your prior written consent.

29 **Discounts and Promotions.** Fees specified in the Order Form may include discounts or promotional pricing. Agentic may discontinue or change any promotion, sale or special offer in its sole discretion; provided that such changes or discontinuations will only be effective upon the commencement of your next Subscription Term and will not impact the Fees payable for the current Subscription Term.

30 **Fee Disputes**. If you have a bona fide belief that an invoice or your usage as displayed in-app is incorrect, you must contact Agentic by submitting an in-app Support ticket within thirty (30) days of either the date of the applicable invoice or the date you first discover usage calculation errors, as applicable (**Dispute Period**). Upon receipt of such notice, you and Agentic agree to work together in good faith to resolve the dispute and, if such disputed amount(s) are deemed legitimate, you agree to pay such amount(s) promptly upon resolution of the dispute and by no later than thirty (30) days thereafter. If you do not notify Agentic of a dispute within the Dispute Period, all invoiced Fees or usage data, as applicable, will be deemed legitimate and owing in accordance with this Agreement.

31 **Costs**. You are responsible for determining your exposure to, and setting budget limits to manage, any third-party costs charged directly to you as a result of the integration of third-party tools, and other products and services with Crystal aOS. Agentic accepts no responsibility or liability for your incurrence of third-party costs from use of third-party tools, and other products and services used with Crystal aOS.

32 **Taxes**. Fees are quoted exclusive of any applicable taxes, levies, duties or similar governmental assessments, including sales, use, GST, VAT, digital services taxes, and any analogous taxes, whether domestic or foreign (**Taxes**). You are responsible for paying all Taxes arising from or associated with your access to and use of the Services. Agentic shall have no liability for any Taxes that are your responsibility under applicable law. For the avoidance of doubt, Agentic is solely responsible for taxes assessed on its own income / revenue, profits, or labor force.

33 **Withholding Tax**. If any applicable law or treaty requires you to withhold or deduct any amount from a payment due to Agentic, you shall:

a) notify Agentic in writing no less than twenty (20) business days before the relevant payment is due;
b) increase the payment by such additional amount as is necessary to ensure that Agentic receives a net amount equal to the full Fees that would have been received in the absence of the withholding or deduction (gross-up); and
c) promptly provide Agentic with official evidence of the withholding or payment issued by the relevant tax authority, sufficient to allow Agentic to claim any available foreign tax credit; and

the Parties shall cooperate reasonably, including by providing applicable tax residency certificates or other documentation in a timely manner.

Your obligations and responsibilities

34 In accessing and using the Services, including during a Free Trial, you understand and agree, and you will procure that all Authorized Users understand and agree, that notwithstanding that this Agreement refers to you as a Client:

a) **No attorney-client relationship**. We are not your attorney, counsel, or lawyer, and no client-lawyer, client-attorney, or client-counsel (or like) relationship is established between you and us when you access or use the Services – you remain responsible at all times for seeking your own independent legal advice with respect to your access and use of the Services.

b) **No professional advice or services**. We do not provide financial advice or services or any other form of regulated or unregulated professional advice or

services - you remain responsible at all times for seeking your own independent professional advice, and for any value you may lose from acting on such advice such as by the purchase or dealing with any form of value including fiat currencies, electronic representations of fiat currencies or other tangible or intangible assets, cryptographic tokens, or any legal, financial, tax or other consequences that arise from your dealings with artificial intelligence and generative AI and agentic AI, automations, and blockchain technology. Any Agentic Assets labelled “Sample Only” are for illustrative purposes only and do not constitute legal, financial or professional advice or services (regulated or unregulated) and you cannot rely on the completeness or accuracy of the compilation or performance of any such sample Agentic Assets.

c) **Outputs are not legal, financial or professional advice or services**. Outputs from your use of the Services do not constitute legal, financial or professional advice or services (regulated or unregulated) and you cannot rely on any Outputs as such – you are solely responsible for verifying the accuracy and completeness of all Outputs (as well as the accuracy and completeness of Inputs), and for compliance with any other matters required under laws applicable to you which may include reviewing Outputs (and Inputs) for bias and harmful content, engaging a qualified professional to review and approve the Output, and implementing and maintaining a documented human review process that is proportionate to the risk profile of your intended use of the Services, before acting on any AI Output especially in regulated, professional, or high-stakes contexts. Use of AI Outputs as the sole basis for any decision with material legal, financial, health, or safety consequences without such documented human review shall constitute a material breach of this Agreement.

d) **Data loss and backup**. We are not liable for data corruption, loss, or degradation arising from third-party LLM API failures, third-party tool or service interruptions, or any misconfigured or non-configured data retention, deployment or account settings – you are solely responsible for maintaining independent backups of all data, documents and information used with the Services, as well as any corresponding data availability and integrity obligations that may be associated with the types of data shared with us and levels and conditions of access granted to your systems and software (including that licensed from third parties).

e) **Data Security**. We do not make any warranties about the accuracy, completeness, or safety of Crystal aOS, the Services, Our Content, or any links to third-party websites and software that could interfere with or damage your software and devices – you are solely responsible for taking your own precautions before accessing and using the Services to satisfy yourself that you are using the official version of Crystal aOS and that there is no risk of interference with or damage to your software, accounts and devices.

f) **No endorsements of third-party terms**. We do not endorse third-party websites and software – you are solely responsible for reviewing the terms of third-party software made available for use via Crystal aOS to ensure you are satisfied with their terms before you access and use the Services.

g) **Restrictions without notice**. We may be forced to restrict, suspend or terminate your access to and use of the Services at any time without notice.

h) **Good faith and fair dealing**. You will act in good faith and fairly in all dealings with us.

i) **No guarantee of accuracy and reliability**. You remain responsible for checking the accuracy and reliability of responses and any citations.

j) **Your obligations and data sensitivity**. You remain responsible for understanding the legal, regulatory and contractual obligations that apply to you; having a system in place to label the sensitivity of data contained within any documents or information used with the Services; and removing any personally identifiable information, confidential information or commercially sensitive information (i.e. material non-public information) from your inputs to Crystal aOS if you have not configured Crystal aOS to align with the legal, regulatory and contractual obligations applicable to you and the documents and information in your possession.

k) **Third-Party LLM and LLM API Providers**. Agentic acts solely as an intermediary providing access to third-party LLM, SLM and FTLM providers via API integrations and self-hosting arrangements, and does not control the training, behavior, availability, content filtering, pricing, or terms of service of any third-party language model. Third-party LLM, SLM and FTLM providers may, without notice to Agentic, deprecate models, modify API terms, alter content filtering or safety policies, change pricing, or discontinue services. IN addition, due to the API means of access to some of the third-party LLMs, SLMs and FTLMs available via Crystal aOS, the privacy of Your Content and Outputs cannot be guaranteed – the terms published by each of the this party providers (such as OpenAI, Anthropic, etc) typically state that they do not use data to train their language models however they also typically state that they collect and retain such data unless Zero Data Retention (ZDR) and Modified Abuse Monitoring (MAM) agreements are entered or API settings are configured, and levels of transparency around the storage and use of the data, and any residual data retained after application of the ZDR and MAM obligations, by each third-party LLM provider is varied. You assume all risk arising from any such third-party provider action or omission, including without limitation model deprecation output quality changes, unilateral API policy changes, or services interruptions. Agentic shall use commercially reasonable endeavours to notify you promptly of material changes to third-party provider terms or availability of which it becomes aware, but failure to provide such notice shall not give rise to any liability on the part of Agentic.

l) **Eligibility to use the Services**. You remain responsible for determining your eligibility to use Crystal aOS based on the laws applicable to you, including the expectations of any supervisory or professional oversight body you are accountable to in the provision of your products or services, or the operation of your business – for example, if you operate in a regulated profession such as the legal industry then your use of AI such as by use of the Services for preparation of court materials may need to be disclosed to the court and all parties and their legal representatives.

m) **Non-compete**. You will not use Crystal aOS, the Services, or any Content used or referenced in the aforementioned to further any commercial purpose that competes with us.

n) **Inappropriate, unlawful and prohibited behaviour**. You will not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to you or Crystal aOS, the Services, or any Content used or referenced in the aforementioned.

o) **Security of access credentials**. Access to, and use of, Crystal aOS requires you to create a Crystal aOS Account - you will keep your Crystal aOS Account sign in credentials, and any other means to restrict access to your Crystal aOS Account secure.

p) **Accurate profile and access information**. You will provide accurate and current information as required for your profile and role-based access controls for your access and use the Services, and to update your information without delay if it changes.

q) **Reputation**. you will not do anything which may be harmful to the reputation or interests of Agentic.

r) **Age**. If you are a natural person, you are at least eighteen years old.

s) **Ongoing compliance**. You will always comply with this Agreement.

Personal Information Collection Notice and Data Processing

35 We limit the personal information we collect, including by our use of third-party authentication providers so that you can create and sign in to your Crystal aOS Account using third-party authentication providers with your existing credentials.

36 By accessing and using the Services, you acknowledge and agree that Agentic will collect, use, store, and disclose personal information as described in our Privacy Policy and Data Processing Addendum. Where applicable law requires a specific legal basis for such processing, the applicable legal basis (whether consent, contractual necessity, legitimate interest, or otherwise) is identified in the Privacy Policy and Data Processing Addendum for each category of processing activity.

37 Our **Privacy Policy**, available at https://www.crystalaos.com/policies/privacy, describes how we collect, use, store, disclose, and protect your personal information in connection with the Services, including how you may access, correct, or request deletion of your personal information and how you may lodge a complaint. The Privacy Policy is incorporated into this Agreement by reference.

38 Our **Data Processing Addendum** or **DPA**, available at https://www.crystalaos.com/policies/crystalaos-dpa, sets out the terms governing the processing, storage, and transfer of your data in connection with the Services, including data residency, sub-processor arrangements, and the safeguards applied to third-party infrastructure providers. The DPA is incorporated into this Agreement by reference.

39 **Data Processing Roles**. To the extent that Agentic processes personal information on your behalf in connection with the Services, Agentic acts as a data processor (or equivalent role under applicable law) and you act as the data controller (or equivalent role). Where Agentic processes personal information for its own purposes (such as

account administration, billing, and service improvement), Agentic acts as an independent data controller. The respective obligations of the Parties in their capacity as controller and processor are set out in the Data Processing Addendum.

40 **Sub-Processor and Infrastructure Transparency**. Agentic shall maintain and make available to you upon request a list of sub-processors and infrastructure providers involved in the processing or storage of Your Content, including the nature of the processing and the jurisdiction in which it occurs. Agentic shall provide you with no less than ten (10) days' prior written notice before engaging a new sub-processor or materially changing the processing activities of an existing sub-processor with respect to Your Content. If you reasonably object to a new sub-processor on data sovereignty or privacy grounds or otherwise in accordance with the DPA, you may notify Agentic within the notice period, and the Parties shall work together in good faith to resolve the objection. If the objection cannot be resolved within thirty (30) days of Agentic providing you with notice of the new sub-processor or material change, you may terminate the applicable Order Form without penalty by providing written notice to Agentic in accordance with the DPA.

41 **International Data Transfers**. Where the processing of Your Content or personal information requires a transfer to a jurisdiction that does not provide an adequate level of data protection under applicable law, Agentic shall ensure that appropriate transfer safeguards are in place, such as standard contractual clauses, binding corporate rules, or an applicable adequacy decision. The specific transfer mechanisms in effect are identified in the Data Processing Addendum.

42 **Data Breach Notification.** In the event Agentic becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal information or Your Content processed in connection with the Services (Data Breach), Agentic shall: (a) notify you without undue delay and in any event within seventy-two (72) hours of becoming aware of the Data Breach; (b) provide you with sufficient information to enable you to meet any obligations to report or inform affected individuals or regulatory authorities under applicable law; (c) take commercially reasonable steps to contain, investigate, and remediate the Data Breach; and (d) cooperate with you in connection with any investigation or regulatory inquiry arising from the Data Breach. Agentic's notification obligation under this clause shall not be construed as an acknowledgment of fault or liability with respect to the Data Breach.

43 In some cases, we may not be able to allow you to access or use Crystal aOS, the Services, or Our Content, or respond to your feedback or support request if you do not provide personal information.

44 **Privacy and Data Protection Contact**. For enquiries regarding our privacy practices, data processing, or to exercise your rights under applicable data protection law, you may contact our Privacy Team at support@crystalaos.com. If applicable law requires Agentic to designate a data protection officer, the contact details of the data protection officer shall be published in the Privacy Policy.

Representations, Warranties and Disclaimers

45 **Limited Warranty**. Agentic warrants that during an applicable Subscription Term the Services will perform materially in accordance with any applicable documentation provided to you. This warranty shall not extend to non-conformity with the documentation resulting from your use of the Services in violation of this Agreement or not in accordance

with such documentation. For any breach of a warranty in this clause, your exclusive remedies are those described at clause 10 (Termination for Cause).

46 **General Disclaimer**. Except as specifically set forth in this section, the Services are provided on an “as is” and “as available” basis without any express or implied warranties of any kind to the fullest extent permitted by law, and Agentic expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. The Parties additionally agree that Agentic will have no liability or responsibility for your various legal, compliance, governance, policy or operations programs, and that the Services, to the extent applicable, are only tools for assisting you in meeting the various obligations for which you are solely responsible.

47 **Free Trial Disclaimer**. Notwithstanding clause 45, Services provided during a Free Trial are provided “as is” and “as available” without any warranty and Agentic shall have no support or indemnification obligations nor liability of any type with respect to the Services provided during the Free Trial unless such exclusion of liability is not enforceable under applicable law, in which case Agentic’s liability with respect to the Services provided during the Free Trial shall not exceed one thousand dollars ($1,000.00). Notwithstanding anything to the contrary in clauses 55-57 (Limitation of Liability), you shall be fully liable under this Agreement to Agentic and its affiliates for any damages arising out of your use of the Services during a Free Trial, any breach by you of this Agreement and any of your indemnification obligations hereunder.

48 **Eval Disclaimer**. Eval scores, eval logs, and other AI Outputs of Evals are indicative only, are generated using AI and are subject to the same limitations as any AI Output under this Agreement, and do not constitute certification, validation, audit, or assurance of quality, accuracy, completeness or fitness for any particular purpose. You are solely responsible for ensuring human review of eval logs and continuous improvement of Evals, Agents and the Authorized Users of the same.

Confidentiality

49 **Confidential Information** means all business, financial and technical information of a Party (**Disclosing Party**) that is designated as confidential, or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure, at the time of disclosure to the other Party (**Receiving Party**). Information about the Services is Agentic’s Confidential Information, Your Content is Your Confidential Information (**3PF Information**), and Client Content handled by us and/or you is a Client's Confirmation Information (**Client Information**) under this Agreement. Confidential Information does not include information that:

a) is or becomes publicly available without breach by the Receiving Party;

b) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or

c) is received from a third-party entitled to disclose it without restriction.

50 **Confidentiality obligations**. The Receiving Party shall:

a) hold Confidential Information in confidence using at least the same degree of care that it applies to its own Confidential Information, and in no event less than

reasonable care;

b) not disclose Confidential Information to any person other than its employees, contractors, and affiliates who have a need to know and are bound by confidentiality obligations at least as protective as this clause;

c) not use Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement; and

d) disclose Confidential Information to the extent required by law or legal process, provided that it (to the extent permitted by law) gives the Disclosing Party prompt prior written notice, cooperates with any effort to obtain a protective order, and limits disclosure to the minimum required.

51 **Remedies for breach of confidentiality**. The Parties acknowledge that a breach of this section may cause irreparable harm for which damages would be an inadequate remedy. The Disclosing Party shall be entitled to seek injunctive or other equitable relief without the necessity of posting a bond or proving irreparable harm, in addition to any other remedies available at law or in equity.

Indemnification

52 **Indemnification by Agentic**. Agentic will indemnify and hold you harmless from any Losses (defined below) arising out of an unaffiliated third-party's claim (**Claim**) that the Services infringes or misappropriates a third-party's Intellectual Property Rights. Agentic will, at its sole expense, defend such claim and pay monies and expenses awarded to such unaffiliated third-party by a court of competent jurisdiction or agreed to in a settlement (collectively, Losses) in connection with such Claim. If use of the Services by you has become, or, in Agentic's opinion, is likely to become, the subject of any such Claim, Agentic may, at its option and expense:

e) procure for you the right to continue using the Services as sort forth hereunder;

f) replace or modify the Services to make them non-infringing; or

g) if options a) or b) are not commercially reasonable or practicable as determined by Agentic, terminate this Agreement and repay, on a pro-rata basis, any Fees previously paid to Agentic for the corresponding unused portion of the then-current Subscription Term for related Services. Agentic will have no liability or obligation under this clause with respect to any claim if such claim is caused in whole or in part by:

i) any use of the Services in non-conformity with the documentation or in violation of this Agreement;
ii) modification of the Services by anyone other than Agentic; or
iii) the combination, operation or use of the Services with other hardware or software where the Services would not otherwise be infringing.

This clause states the sole, exclusive, and entire liability of Agentic to you and constitutes your sole remedy with respect to an infringement claim brought by reason of access to or use of the Services by you or your Authorized Users.

53 **Indemnification by Third-Party Firm**. You will indemnify and hold Agentic harmless from

any Losses arising out of a Claim related to 3PF Information. You will, at your sole expense, defend Agentic against such Claim and pay any Losses in connection therewith.

54 **Indemnification Conditions and Procedures**. The obligations of the indemnifying Party in clauses 53 or 54 respectively, are conditioned upon the indemnified Party:

a) promptly notifying the indemnifying Party of the threat or notice of such claim (provided that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations if the indemnifying party is materially prejudiced by such failure);

b) giving the indemnifying Party sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, the indemnifying Party may not settle or compromise any claim that results in liability or admission of any liability by the indemnified Party without prior written consent provided that such consent shall not be unreasonably conditioned, withheld or delayed); and

c) cooperating with the indemnifying Party, at the indemnifying Party's expense, in connection with the defense and/or settlement in connection therewith.

Limitation of liability

55 To the maximum extent permitted by applicable law, under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) neither Party nor its affiliates, officers, directors, employees, agents, services providers, suppliers or licensors will be liable to the other Party or its affiliate for any lost profits, lost sales or business, lost data (i.e., data lost in the course of transmission via your systems or over the internet through no fault of Agentic), business interruption, loss of goodwill, costs of cover or replacement, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, regardless of whether such party has been advised on the possibility of or could have foreseen such damages. For clarity, Agentic is not responsible for data lost in the course of transmission via your system through no fault of Agentic.

56 Neither Party's aggregate liability arising out of this Agreement will exceed the aggregate fees paid by you during the twelve (12) months immediately prior to the first event or occurrence giving rise to such claim; provided that liability i) for breaches of a Party's confidentiality obligations under clause 50, ii) for the Parties' indemnification obligations under clauses 52-54 or iii) due to prohibited uses will not in the aggregate exceed ten times (10x) that amount.

57 You acknowledge and agree that the essential purpose of this section is to allocate the risks under this Agreement between the Parties and limit potential liability given the Fees, which would be substantially higher if Agentic were to assume any further liability other than as set forth herein. Agentic has relied on these limitations in determining whether to provide you with the rights to access and use the Services provided for in this Agreement.

Dispute Resolution

58 **Good Faith Negotiation.** Before initiating any formal dispute resolution proceedings under this section, the Parties shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or the Services (**Dispute**) through good faith negotiation. Either Party may initiate this process by delivering written notice to the other

Party describing the Dispute in reasonable detail (**Dispute Notice**). The Parties shall negotiate in good faith for a period of thirty (30) days from receipt of the Dispute Notice (**Negotiation Period**).

59 **Mediation.** If the Dispute is not resolved within the Negotiation Period, either Party may refer the Dispute to mediation administered by Australian Mediation Association if the Parties are each based in Australia, or otherwise the Singapore International Mediation Centre (**SIMC**) in accordance with its mediation rules in effect at the time of the referral. The mediation shall be conducted virtually unless the Parties agree otherwise or the mediator directs that an in-person session is necessary. The costs of the mediator shall be shared equally between the Parties. If the Dispute is not resolved within thirty (30) days of the referral to mediation (or such longer period as the Parties agree in writing), either Party may commence arbitration in accordance with this section.

60 **Arbitration.** Any Dispute that is not resolved through negotiation or mediation shall be finally resolved by binding arbitration administered by the Australian Centre for International Commercial Arbitration (**ACICA**) in accordance with the ACICA Rules if the Parties are each based in Australia, or otherwise Singapore International Arbitration Centre (**SIAC**) in accordance with the SIAC Arbitration Rules in effect at the time the arbitration is commenced, which rules are deemed incorporated by reference into this clause. The arbitration shall be conducted as follows:

a) the seat of arbitration shall be Australia or Singapore, as applicable;

b) the tribunal shall consist of a sole arbitrator, unless the Parties agree or the ACICA or SIAC, respectively, determines that three arbitrators are appropriate given the complexity or value of the Dispute;

c) the language of the arbitration shall be English;

d) the governing law of this Agreement (the laws of the State of Victoria, Australia) shall apply to the substance of the Dispute, and where arbitration occurs with SIAC the law of Singapore shall apply to the arbitration procedure and any challenge to or enforcement of the arbitral award;

e) hearings shall be conducted virtually unless the tribunal determines that an in-person hearing is necessary, in which case hearings shall take place in Melbourne or Singapore, as applicable;

f) the award of the arbitrator shall be final and binding on the Parties and may be entered as a judgment in any court of competent jurisdiction; and

g) each Party shall bear its own costs and legal fees in connection with the arbitration, unless the tribunal determines that costs should be allocated differently in light of the conduct of the Parties or the outcome of the Dispute.

61 **Confidentiality of Proceedings.** All negotiations, mediations, and arbitrations under this section, including any filings, evidence, submissions, and awards, shall be treated as Confidential Information of both Parties under this Agreement, except to the extent that disclosure is required by applicable law, regulatory obligation, or to enforce an arbitral award.

62 **Urgent and Injunctive Relief.** Nothing in this section shall prevent either Party from seeking urgent injunctive, interlocutory, or conservatory relief from any court of competent jurisdiction (including the courts of Victoria, Australia) at any time, where such relief is necessary to prevent irreparable harm, protect Confidential Information, or preserve the subject matter of a Dispute pending the outcome of arbitration. An application for such relief shall not be deemed a waiver of the right to arbitrate under this section.

63 **Jurisdiction-Specific Provisions for United States-Based Clients.** Where the Client is domiciled in the United States:

a) you may opt out of the arbitration provisions of this section by submitting written notice to support@crystalaos.com within thirty (30) days of the date the Client first agrees to this Agreement (**Opt-Out Notice**). The Opt-Out Notice must include the Client's legal name, Crystal aOS Account identifier, and a clear statement that the Client elects to opt out of binding arbitration. If the Client submits a valid Opt-Out Notice, any Dispute shall be resolved exclusively in the courts of Victoria, Australia in accordance with the Governing Law clause of this Agreement;

b) to the maximum extent permitted by applicable law, you agree that any arbitration or court proceeding shall be conducted on an individual basis and not as part of a class, collective, representative, or consolidated action. If this class action waiver is found to be unenforceable by a court of competent jurisdiction, the entirety of this arbitration clause (but not the remainder of this Agreement) shall be deemed void with respect to the affected Client, and Disputes shall be resolved in the courts of Victoria, Australia; and

c) for Disputes in which the amount in controversy does not exceed fifty thousand US dollars (US$50,000), you may elect to have the arbitration conducted under the SIAC Expedited Procedure in accordance with the SIAC Rules, and Agentic consents to such election.

Intellectual Property

64 **Ownership of Intellectual Property Rights**. Each Party will retain all rights, title and interests in any of its patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and proprietary rights (**Intellectual Property Rights**). Except for the rights, titles and interests licensed from third parties, Agentic owns and retains all Intellectual Property Rights in and to Crystal aOS, the Services, all components of, or used to provide, Crystal aOS and the Services, and any other materials developed by Agentic in its performance hereunder that derive from, improve, enhance or modify Crystal aOS or the Services or other Agentic pre-existing intellectual property (collectively with the corresponding Intellectual Property Rights, **Our Content**). Except for the rights, titles and interests licensed from third parties, you own and retain ownership of Intellectual Property Rights in your data, documents and information used with the Services, including any Outputs or results thereof produced by the use of the same with the Services (excluding any Agentic intellectual property and/or Client intellectual property embedded therein) (collectively, **Your Content**).

65 **Feedback**. Under this Agreement, you may provide suggestions, enhancement requests, recommendations about the Services, or other feedback to Agentic (**Feedback**). In doing so, you hereby grant Agentic a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable irrevocable and perpetual license to

implement, use, modify, commercially exploit, incorporate into the Services, or otherwise use any Feedback; provided that Agentic may not breach its obligations of confidentiality under this Agreement in doing so. Agentic reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such Feedback and, as between the Parties, Agentic shall own all right, title and interest in and to such derivatives.

66 **Licenses**. Subject to your compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on an applicable Order Form), and applicable laws and regulations, Agentic hereby grants you a non-exclusive, non-transferable, non-sublicensable limited right and license to access and use the Services (upon payment of applicable Fees), and any of Our Content referenced in the aforementioned in accordance with this Agreement, and where applicable, as expressly authorised by us and/or our third-party licensors. Subject to our compliance with applicable laws and regulations, you hereby grant us with a non-exclusive, worldwide, assignable, sub-licensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute Your Content in relation to your use of the Services on any media whether now known or later discovered for the necessary purpose of enabling the making available of your Third-Party Products and Services, or Third-Party Integrations, via Crystal aOS to our Clients (who are mutually your clients) as well as for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising Agentic, Crystal aOS, the Services or any other purpose related to Agentic or its business.

Prohibited Uses

67 **Prohibited Uses**. You agree that you will not, and you will procure that all Authorized Users will not, without our express prior written consent in each case provided that no consent may be given in respect of sub-clauses c) to g), j) to m) or q), access or use Crystal aOS, the Services, and any of Our Content referenced in the aforementioned to directly or indirectly:

a) violate applicable laws, rules, regulations or sanctions;

b) interfere with, disrupt, or gain unauthorized access to the Services;

c) attempt to or actually: decompile, disassemble, reverse engineer (except to the limited extent expressly permitted by applicable law, e.g. EU Directive 2009/24/EC or equivalent), discover the underlying source code or structure of, or copy the Services;

d) provide Agentic any Client Information, 3PF Information or Feedback that is unlawful, defamatory, harassing, discriminatory, or infringing of third-party Intellectual Property Rights;

e) transfer to the Services or otherwise use on the Services any code, exploit, or undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm or provide unauthorized access to the Services;

f) use any robot, spider, scraper, automated script, or similar data collection or extraction mechanism, or access to the Services, Crystal aOS or Our Content by

any automated means other than through the APIs and interfaces expressly provided by Agentic;

g) access or use the Services, Crystal aOS or Our Content, or permit any third-party to access or use the same, for the purpose of building, developing or improving a product or service that competes with the Services, or provide access to any individual associated with an Agentic Competitor – an **Agentic Competitor** means any entity that provides the same or similar services to those provided by Agentic, as would be determined by a reasonable individual;

h) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third-party;

i) to copy, distribute, manufacture, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works of, translate, localize, transfer, sell, port or otherwise modify any aspect of Crystal aOS, the Services, or Our Content used or referenced in the aforementioned, except to the extent expressly authorized under this Agreement, including the building, testing, and publishing of Agentic Assets using the Services;

j) introduce into the Services any software containing a virus, worm, “back door”, Trojan horse or similarly harmful code;

k) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof;

l) in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;

m) in movies, videos, video games, or any other forms of media for a commercial purpose that competes with us, except to the limited extent that such use is expressly permitted by this Agreement;

n) to sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of Crystal aOS, the Services and any of Our Content referenced in the aforementioned;

o) to attempt to trademark, copyright, or otherwise acquire additional Intellectual Property Rights in or to Crystal aOS, the Services and any of Our Content referenced in the aforementioned;

p) to attempt to mint, tokenize, or create a cryptographic token representing Crystal aOS, the Services and any of Our Content referenced in the aforementioned, except as may be expressly authorized in writing by Agentic;

q) to falsify, misrepresent, or conceal the authorship and ownership of Crystal aOS, the Services, and any Our Content referenced in the aforementioned;

r) to conduct performance benchmarking, competitive analysis, or comparison testing

for the purpose of publication or disclosure to third parties without Agentic's prior written consent;

s) sharing Crystal aOS Account credentials to non-Authorized Users, or otherwise not keeping credentials secure and confidential;

t) use the Services in connection with critical infrastructure, autonomous weapons systems, life-support systems, or other applications where failure of the Services could reasonably be expected to lead to death, personal injury, or severe property damage, unless you have implemented safeguards approved in writing by Agentic and relevant governmental authorities and regulators;

u) cause, permit, or enable any third-party to engage in any of the foregoing proscribed acts (each of a) through t), a **Prohibited Use** and, collectively, **Prohibited Uses**.

68 **Notification of Prohibited Use**. You will promptly notify Agentic of any violations of the Prohibited Uses and take all necessary steps to prevent or cease any such use(s).

69 **Reserved rights regarding suspected or actual Prohibited Use**. Agentic reserves the right to suspend your access, and access of all Authorized Users, to the Services in the event Agentic reasonably suspects you or an Authorized User is in breach of this section. Suspension under this clause shall not constitute a breach by Agentic or entitle you to a refund or credit. Agentic shall use reasonable endeavors to notify you of the suspension and the basis for it, but that prior notice is not required where Agentic reasonably believes that prior notice would compromise the security or integrity of the Services.

AI Safety

70 **Client AI Safety obligations**. You are responsible for:

a) establishing and maintaining a responsible and acceptance AI use policy applicable to all Authorized Users that addresses at a minimum:
- i) the types of decisions for which AI Outputs may and may not be used;
- ii) mandatory human review requirements for AI Outputs in high-risk or regulated contexts;
- iii) procedures for identifying and escalating AI safety concerns; and
- iv) training requirements for Authorized Users which include awareness of and mitigation measures for AI safety risks relevant to your business and industry;

b) promptly reporting to Agentic via the in-app support channel any AI Output or system behaviour that you reasonably believe poses a risk of harm, including inaccurate, biased, discriminatory, or harmful content, unexpected autonomous agent actions, or Outputs that exceed the intended scope of an Agentic Asset (**Adverse Impacts of AI**);

c) reporting to your relevant stakeholders, professional oversight bodies, and regulators any matters of AI safety including Adverse Impacts of AI as required under laws applicable to you; and

d) engaging with, and configuring, components of the Services designed to provide you with operational controls to manage risk during use, including:
- i) the ability to immediately pause or cancel the operation of our Services;

ii) budget warnings to control your expenditure on Credits;
iii) evaluation controls, including strict mode for Evals, which automatically halts a Workflow where AI Outputs fall below the minimum acceptance thresholds defined by you for applicable evaluation criteria;

e) ensuring that appropriately authorized personnel are available to monitor operations and invoke stoppages when required;

Agentic shall have no liability for any loss, damage, cost overrun, or adverse outcome arising from your failure to configure, enable, or invoke any of the operational controls made available through the Services.

71 **Agentic AI Safety obligations**. Agentic shall:

a) on receipt of an in-app Client report of Adverse Impacts of AI, acknowledge receipt urgently and no later than two (2) business days and provide an initial assessment within five (5) business days, but Agentic does not warrant that it will be able to resolve all reported issues or prevent their recurrence;

b) maintain and make available to you a description of the AI safety features, guardrails, and content filtering mechanisms incorporated into the Services, as updated from time to time;

c) use commercially reasonable endeavours to monitor for and address known AI safety risks in the Services, including model hallucination, prompt injection vulnerabilities, and unintended autonomous agent behaviour; and

d) promptly notify you of any AI safety incident of which Agentic becomes aware that materially affects use of the Services.

For the avoidance of doubt, Agentic's obligations under this clause are limited to the components of the Services within Agentic's control and do not extend to the behaviour of third-party LLMs, SLMs, or other third-party components accessed via the Services.

72 **Tiebreaker on acceptable AI use policies**. Agentic may, from time to time, publish an Acceptable Use Policy for the Services. In the event of a conflict between your responsible and acceptable AI use policy and Agentic's Acceptable Use Policy, Agentic's Acceptable Use Policy shall prevail to the extent of the inconsistency.

AI, Data Sovereignty and Data Portability

73 **AI commitments**. Agentic shall not:

a) use Your Content to train, fine-tune, or improve any Agentic proprietary language model or any third-party language model without your prior written consent or documented instruction;

b) use Your Content to develop, enhance, or benchmark any products or services other than the Services provided to you under this Agreement; or

c) aggregate Your Content with data from other Clients in a manner that would allow Your Content to be identified or attributed to you, except where such aggregation is necessary to provide the Services and is performed in accordance with Agentic's Privacy Policy. For the avoidance of doubt, Agentic may use anonymized,

aggregated, and de-identified usage data and platform telemetry (excluding Your Content) to improve, develop, and benchmark the Services.

74 **Data sovereignty configurations**. Agentic provides a range of features and deployment options designed to enable you to exercise control over where and how Your Content is processed and stored, including data residency selection, default data storage selection, data retention settings, and deployment method (SaaS, Hybrid, or On-Premises as set out in the applicable Order Form). You are solely responsible for:

a) reviewing the available sovereignty features and deployment options;

b) selecting and configuring the options that align with your legal, regulatory, and contractual data sovereignty obligations; and

c) notifying Agentic promptly if your data requirements change.

Agentic shall process and store Your Content in accordance with the data residency and other configurations selected by you, and shall not transfer Your Content to a jurisdiction outside of that configuration without your prior written consent, except where required by applicable law.

75 **Third-Party LLM data routing transparency**. Where the Services allow you to route Your Content or Inputs to a third-party LLM provider for Inference, Agentic shall:

a) make available to you a list of the third-party LLM providers accessible via the Services and to the extent the information is available, the jurisdictions in which each provider processes data, as updated from time to time;

b) provide you with the ability to choose which third-party LLM providers may be used within your Crystal aOS environment; and

c) not route Your Content to a third-party LLM provider that you have not enabled within your Crystal aOS configuration. You are responsible for reviewing the terms, privacy policies, and data processing practices of each third-party LLM provider you enable and for ensuring that your use of such providers is consistent with your data privacy and other legal and contractual obligations.

76 **Data deletion and portability**. At any time, or within the Export Period upon deletion of your Crystal aOS Account, you may export a copy of Your Content in a structured, commonly used, and machine-readable format and permanently delete Your Content from Agentic's systems (including production databases and backup systems), except to the extent that retention is required by applicable law or for the establishment, exercise, or defense of legal claims. Agentic shall provide written confirmation of deletion upon request. For the avoidance of doubt, deletion of Your Content does not require Agentic to delete or modify any anonymized, aggregated, or de-identified data derived from Your Content that can no longer be attributed to you.

Miscellaneous

77 **Entire Agreement**. This Agreement including Order Form(s) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior agreements between Agentic and you, and may only be altered by written agreement between the Parties.

78 **Amendments**. No modification or amendment of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

79 **Severability**. If any provision of this Agreement is deemed to be void, voidable or unenforceable for any reason, then the Parties agree that that provision (or part thereof) shall be severed and that the remainder of this Agreement will continue in full force and effect to the maximum extent permitted by law.

80 **Waivers**. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver. For the avoidance of doubt, a Party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

81 **Updates**. From time to time, we'll need to update this Agreement. When we do, we'll publish the updated Agreement in-app and send the updated Agreement via email to the owner/s of your Crystal aOS Account.

82 **Governing Law**. This Agreement is governed by and shall be construed in accordance with the laws of the State of Victoria, Australia, without reference to conflict of laws principles. For the avoidance of doubt, the governing law of this Agreement applies to the interpretation and substance of any Dispute, while the procedural law of the seat of arbitration (Singapore, if the Parties are not both based in Australia) governs the conduct of the arbitration and any supervisory court proceedings in respect of the arbitral process. For any matter that is not subject to arbitration under this Agreement (including enforcement of arbitral awards, applications for injunctive relief, and Disputes where you have validly opted out of arbitration), the Parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

83 **Publicity and Marketing**. Agentic may use your name, logo, and trademarks to identify you as a client of Agentic on Agentic's Website and other marketing materials.

84 **Notices**. All notices under this Agreement must be in writing. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail.

85 **Anti-Corruption**. You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Agentic's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly give notice to Agentic.

86 **Export Compliance**. The Services that Agentic may provide or make available may be subject to export controls and economic sanctions laws. You will not access or use the Services if you or any of your Authorized Users are located in any jurisdiction in which the provision of the Services (which includes access to the software) is prohibited under applicable laws or regulations (Prohibited Jurisdiction) and you will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction.

87 **Force Majeure**. Except with respect to your payment obligations, neither Party will be liable for, or considered in breach or default under this Agreement or any Order Form as a result of any cause or condition beyond such Party's reasonable control.

Definitions

88 **Agentic Asset** is a structured compilation of data that, once published, is authorized for specific and controlled use as set by Authorized Users. Agentic Assets include Knowledge Sets, Evals (including Eval Review & Improvement Logs), Templates, Agents, Workflows, Fine-Tuned Language Models, Memory (per Authorized User, per Org), Agent Orchestration Rules, and Policies (Allow Lists, Deny Lists, Tiebreakers, Error Handling Rules), built and tested using the Services for the purpose of specific and controlled use in work undertaken with the assistance of AI.

89 **AI** means artificial intelligence.

90 **AI Outputs** means content generated from the use of LLMs, SLMs and/or FTLMs. For the avoidance of doubt, an AI Output is not also a Human Output if a natural person provided the instructions and other inputs to the LLM, SLM or FTLM to produce the output.

91 **API** means application programming interface.

92 **Australian GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

93 **Authorized Users** means natural persons authorized to use the Services. For the avoidance of doubt, Agentic Assets are not Authorized Users.

94 **Automated Outputs** means data, or other outputs generated or retrieved as a result of an automated integration between the Services and a third-party tool or your internal system(s).

95 **Content** means all the material (including all text, graphics, logos, audio, video and software) made available on or through your access and use of the Services but excludes any data, documents or other inputs you contribute when using the Services.

96 **Credits** are the unit of account for measuring your usage of Services.

97 **Crystal aOS** means the suite of tools that make up the Crystal agentic Operating System including Crystal Knowledge, Crystal Chat and Crystal Workflows.

98 **Crystal aOS Account** means the account you create with us when you sign up to use the Services and agree to the terms and conditions in this Agreement.

99 **Crystal Chat** is a means of accessing the Crystal Global Knowledge Set and other Agentic Assets via the chat interface within Crystal aOS where responses are:

a. constructed from relevant chunks of information retrieved from the Crystal Global Knowledge Set or other Agentic Assets tagged in a prompt;

b. converted from chunks and generated into a natural language response by the user-selected LLM, SLM or FTLM; and

c. supported with citations that link to the corresponding URL (if available).

100 **Crystal Global Knowledge Set** means our proprietary collation of crypto-specific and crypto-adjacent legal, regulatory, compliance and policy documents including the unique reference links to the primary source of the corresponding documents.

101 **Eval** means a structured evaluation framework, together with associated metadata such as versioning information, comprising defined criteria and corresponding scoring levels, minimum acceptance thresholds, and the configuration of one or more large language models acting as automated judges, that is used to assess the quality of Outputs generated through the Services, and that may include evaluation logs capturing AI reasoning on a per-criteria basis, human review and improvement tasks, and links to related Agentic Assets such as Agents and Knowledge Sets.

102 **Fine-Tuned Language Model** or **FTLM** means a language model that has been further trained or adapted using domain-specific, task-specific, or Your Content (as applicable and as directed by you for use in your own Crystal aOS Account) to optimize its performance for particular natural language processing tasks, together with associated metadata such as versioning information, base model identification, and training configuration details, that is deployed and operated through the Services.

103 **Free Trial** means access and use of the Services for free within conditions that may include a limited amount of time and Credits, for the sole purpose of deciding whether to proceed with a subscription to access and use the Services.

104 **Human Outputs** means content created by natural persons.

105 **Inference** means the process by which an LLM, SLM or FTLM generates AI Outputs by applying a trained model to input data provided by or on behalf of you and your Authorized Users.

106 **Inputs** means Your Content inputted into Crystal aOS from your use of the Services, which may include via human or automated upload, entry or transfer.

107 **Knowledge Set** means a curated collection of documents, data, and associated metadata – which may include references or links to external webpages, webpage monitoring or tracking instructions, and versioning information – that is organized for use by the Services to inform or enhance the processing of Outputs.

108 **Large Language Model** or **LLM** means a machine learning model trained on large volumes of data and capable of generating, summarizing, classifying or otherwise processing natural language.

109 **MCP Server** means a server that implements the Model Context Protocol (**MCP**), an open standard that enables language models and AI agents to connect to and interact with external data sources, tools, and services through a standardised interface.

110 **Memory** means the data, context, embeddings, or other representations derived from your Inputs, interactions, or Outputs that are stored, retained, or used to inform, personalize, or condition future Inference.

111 **Official Channels** means our LinkedIn company page, X page and other social media pages, available for access via our Website, and any messages sent to and from verified Agentic personnel via those platforms or via verified Agentic accounts with messaging services such as Telegram or Whatsapp.

112 **Order Form** means the document executed between Agentic and the Client that expressly references this Agreement, and that sets out any other terms and conditions applicable to your access and use of the Services.

113 **Outputs** means AI Outputs, Automated Outputs and Human Outputs.

114 **Small Language Model** or **SLM** means a machine learning model with a relatively small number of trainable parameters that is designed to process and generate natural language text, including by summarizing, classifying, translating, or extracting content, and that typically requires fewer computational resources to operate than a large language model.

115 **Template** means a predefined, structured arrangement of layout, formatting, styling, and content elements, together with associated metadata such as versioning information, that serves as a framework for organizing and displaying Outputs generated through the use of the Services.

116 **Website** means our marketing website available at https://www.crystalaos.com.

117 **Workflow** means a defined sequence of interconnected steps – comprising human tasks, automated tasks, and AI agent tasks – together with orchestration logic governing their execution, as associated metadata such as versioning information, that is configured by you, or licensed by you from Third-Party Firms, and executed via Crystal aOS.