

## MEADOW AI TERMS OF USE

These Terms of Use (the “**Terms**”) constitute a legally binding agreement by and between Meadow AI, Inc. a Delaware corporation (“**Meadow AI**”) and you, the End User (defined below). By using the Meadow AI Platform or the Meadow AI Service, you agree to the following terms.

These Terms are effective between you and Meadow AI as of the date you first use the Meadow AI Platform or the Meadow AI Service. Meadow AI may update these Terms from time to time. When these changes are made, Meadow AI will make a new copy of the Terms available here. You understand and agree that if you use the Meadow AI Platform or the Meadow AI Service after the date on which the Terms have changed, Meadow AI will treat your continued use of the Meadow AI Services as acceptance of the updated Terms.

### 1. DEFINITIONS. As used in this Agreement:

**1.1** “**Confidential Information**” means all information regarding an End User or an End User’s business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Subscriber Data is the Confidential Information of Subscriber. Confidential Information of Meadow AI includes nonpublic information derived from or concerning the Meadow AI Service, the Meadow AI Platform, the Documentation and the terms of this Agreement.

**1.2** “**Connected Account**” means any third-party platform connected to, or integrated with, the Meadow AI Platform by or on behalf of Subscriber, such as third party point of sales and inventory systems.

**1.3** “**Connected Account Data**” means any data collected from, or provided by, any Connected Account.

**1.4** “**Documentation**” means any user manuals, handbooks, and online materials provided by Meadow AI to Subscriber that describe the features, functionality, or operation of the Meadow AI Platform.

**1.5** “**Meadow AI Platform**” means the technology used by Meadow AI to deliver the Meadow AI Service to Subscriber.

**1.6** “**Meadow AI Service**” means the service(s) delivered by Meadow AI to Subscriber as more fully described in the commercial agreement between Meadow AI and Subscriber.

**1.7** “**Performance Data**” means any log files, metadata, telemetry data and other technical performance data automatically generated by the Meadow AI Platform relating to the use, performance, efficacy, reliability and/or accuracy of the Meadow AI Platform, which does not contain any personally identifiable information or Subscriber Data.

**1.8** “**Subscriber**” means the business that has entered into an agreement with Meadow AI.

**1.9** “**Subscriber Data**” means (i) any data uploaded or transmitted to the Meadow AI Service by Subscriber, (ii) closed-circuit television data, and (iii) Connected Account Data.

**1.10** “**End Users**” means Subscriber’s employees, representatives, consultants, contractors, or agents authorized by Subscriber to access the Meadow AI Platform on behalf of Subscriber.

### 2. USE AND USE RESTRICTIONS.

**2.1** **Access and Security Guidelines.** Each End User will be provided access to and use of the Meadow AI Platform through confidential account credentials. Subscriber will be responsible for all uses of its account, except to the extent caused by Meadow AI’s negligence. Subscriber will promptly notify Meadow AI of any unauthorized use or access to its account. End User seats may not be shared amongst other End Users.

**2.2 Restrictions.** Each End User agrees that they will not and will not assist or enable others to: (i) reverse engineer, disassemble or decompile any component of the Meadow AI Platform; (ii) interfere in any manner with the operation of the Meadow AI Service, or the Meadow AI Platform or the hardware and network used to operate the Meadow AI Service; (iii) sublicense any of Subscriber's rights under this Agreement, or otherwise use the Meadow AI Platform for the benefit of a third party, or to operate a service bureau; (iv) modify, copy or make derivative works based on any part of the Meadow AI Platform; or (v) otherwise use the Meadow AI Service in any manner that exceeds the scope of use permitted under Section 2.1.

### **3. CONFIDENTIAL INFORMATION.**

**3.1 Confidentiality.** Each End User shall use their best efforts to preserve and protect the confidentiality of the Confidential information at all times, both during the duration of use of the Meadow AI Platform or Meadow AI Service and for a period of at least three (3) years after termination of the definitive agreement between the Subscriber and Meadow AI. End Users shall not disclose, disseminate, or otherwise publish or communicate Confidential Information to any person, firm, corporation, or other third party without the prior written consent of Meadow AI. End Users shall not use any Confidential Information other than in the course of using the Meadow AI Platform or Meadow AI Service as contemplated by these Terms. End Users shall notify Meadow AI in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these Terms and shall cooperate fully with Meadow AI to regain possession of Confidential Information and prevent any further unauthorized use. If any End User is legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, they shall: (i) immediately notify Meadow AI prior to such disclosure to allow Meadow AI an opportunity to contest the disclosure; (ii) assert the privileged and confidential nature of the Confidential Information; and (iii) cooperate fully with Meadow AI in its determined course of action to seek protection. In the event any sought protection is not obtained, each End User agrees to disclose Confidential Information only to the extent necessary to comply with the applicable legal requirements.

### **4. OWNERSHIP AND DATA.**

**4.1 Meadow AI Platform and Technology.** Meadow AI retains all right, title and interest in and to the Meadow AI Platform and all software and all Meadow AI proprietary information and technology used by Meadow AI or provided to Subscriber in connection with the Meadow AI Service (the "**Meadow AI Technology**"), and that the Meadow AI Technology is protected by intellectual property rights owned by or licensed to Meadow AI. Other than as expressly set forth in this Agreement, no license or other rights in the Meadow AI Technology are granted to End User. End User hereby grant Meadow AI a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Meadow AI Service any suggestions, enhancement requests, recommendations or other feedback provided by any End User relating to the Meadow AI Service. Meadow AI shall not identify End Users as the source of any such feedback.

**4.2 Subscriber Data.** Subscriber retains all right, title, and interest in and to the Subscriber Data. In connection with the Meadow AI Service, Meadow AI may use Subscriber Data for the provision and improvement of the Meadow AI Service (including for the purpose of improving Meadow AI's products and technology). Accordingly, Subscriber hereby grants to Meadow AI a non-exclusive, worldwide, royalty-free, fully paid-up license to: (i) access and use Subscriber Data to provide the Meadow AI Service to Subscriber; and (ii) use Subscriber Data to improve Meadow AI's products and services; provided, however, that the license granted under subpart (ii) shall be perpetual and irrevocable. For the avoidance of doubt, Meadow AI shall retain the right to use any improvements to the Meadow AI Service (e.g., trained algorithms or models) following the expiration or termination of this Agreement. Subscriber represents and warrants that it has all necessary rights, permissions, and consents to grant Meadow AI the licenses set forth in this Section.

**4.3 Data Security.** Meadow AI currently utilizes AWS as reputable hosting services providers, to store all Subscriber Data; provided, that, Meadow AI may utilize other hosting service providers of similar repute, such Microsoft Azure or GCP. In the event Meadow AI becomes aware of any confirmed loss or unauthorized access, disclosure or use of any Subscriber Data ("**Security Breach**"), Meadow AI will (i) promptly notify Subscriber in writing of such Security Breach, and (ii) take reasonable steps designed to identify the cause of such Security Breach, minimize the harm associated therewith and prevent reoccurrence thereof. Any notification of any Security Breach will describe, to the extent known, details of the Security Breach, including steps taken to mitigate the potential risks. Subscriber is responsible for notifying End Users.

**4.4 Performance Data.** Meadow AI retains all right, title and interest in and to the Performance Data, and may use Performance Data for any lawful purpose.

## **5. TERM AND TERMINATION.**

**5.1 Term.** The term of these Terms is the term set forth in the definitive agreement between Subscriber and Meadow AI. End Users are encouraged to contact the Subscriber for more information regarding term and termination. Any sections in these Terms which, by their nature, contemplate survival beyond the termination or expiration of these Terms, shall survive the termination or expiration of these Terms.

## **6. WARRANTY DISCLAIMER.**

**6.1 Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) THE MEADOW AI SERVICE, MEADOW AI PLATFORM AND DOCUMENTATION ARE PROVIDED “*AS IS*” AND “*AS AVAILABLE*” AND (II) MEADOW AI AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7. INDEMNIFICATION.**

**7.1 By Meadow AI.** If any action is instituted by a third party against Subscriber or its End Users, officers, directors, or employees based upon a claim that the Meadow AI Service or Meadow AI Platform, as delivered, infringes any third party’s intellectual property rights, Meadow AI shall defend such action at its own expense on behalf of Subscriber and shall pay all damages attributable to such claim which are finally awarded against Subscriber or paid in settlement. Notwithstanding the foregoing, Meadow AI will not have any obligation hereunder to the extent such claim is based on any Subscriber Data or Subscriber’s breach of these Terms. If the Meadow AI Service or Meadow AI Platform is enjoined or, in Meadow AI’s determination is likely to be enjoined, Meadow AI shall, at its option and expense (i) procure for Subscriber the right to continue using the Meadow AI Service, (ii) replace or modify the Meadow AI Platform or Meadow AI Service so that it is no longer infringing but continues to provide comparable functionality, or (iii) terminate this Agreement and Subscriber’s access to the Meadow AI Service and refund any amounts previously paid for the Meadow AI Service attributable to the remainder of the then-current term. This Section sets forth the entire obligation of Meadow AI and the exclusive remedy of Subscriber against Meadow AI for any claim that the Meadow AI Service infringes a third party’s intellectual property rights.

**7.2 By Subscriber.** Solely to the extent permitted under applicable law, if any action is instituted by a third party against Meadow AI relating to (i) breach of these Terms by Subscriber or its End Users, officers, directors or employees, (ii) any claim that the Subscriber Data violates, infringes upon, or misappropriates, any third party’s rights, including intellectual property, privacy or information rights, or (iii) use of the Meadow AI Service in violation of any applicable laws, rules or regulations by Subscriber, its End Users, officers, directors, or employees, Subscriber will defend such action at its own expense on behalf of Meadow AI and shall pay all damages attributable to such claim which are finally awarded against Meadow AI or paid in settlement of such claim. This subsection states the sole and exclusive remedy of Meadow AI and the entire liability of Subscriber for the claims and actions described herein.

**7.3 Procedure.** Any party that is seeking to be indemnified under the provision of this Section must (i) promptly notify the other party (the “*Indemnifying Party*”) of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a “*Claim*”), (ii) give the Indemnifying Party the sole control over the defense of such Claim, and (iii) reasonably cooperate with the Indemnifying Party, at its expense and reasonable request.

**8. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEADOW AI BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. MEADOW AI’S AGGREGATE CUMULATIVE LIABILITY FOR DIRECT DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (USD \$100). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO SUBSCRIBER’S PAYMENT OBLIGATIONS OR MEADOW AI’S INDEMNITY OBLIGATIONS.

## 9. GENERAL PROVISIONS.

**9.1 Governing Law and Venue.** These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Washington, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. End User hereby expressly consents to the personal jurisdiction and venue in in the state and federal courts located in Seattle, Washington for any lawsuit filed there against Subscriber or End User by Meadow AI arising from or related to these Terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

**9.2 Export.** Subscriber and its End Users agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Meadow AI, or any products utilizing such data, in violation of the United States export laws or regulations.

**9.3 Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**9.4 Waiver.** Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**9.5 Remedies.** Except as provided in the Section titled *Indemnification*, the parties' rights and remedies under these Terms are cumulative. Subscriber and its End Users acknowledge that the Meadow AI Service and Meadow AI Technology contain valuable trade secrets and proprietary information of Meadow AI, that any actual or threatened breach of its confidentiality obligations or any other breach by Subscriber or its End Users of its obligations with respect to intellectual property rights of Meadow AI will constitute immediate, irreparable harm to Meadow AI for which monetary damages would be an inadequate remedy. In such case, Meadow AI will be entitled to immediate injunctive relief without the requirement of posting bond, including an order that any software, Documentation, or any portions thereof, that Subscriber or its End Users attempt to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**9.6 No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer these Terms, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other party. These Terms shall be binding upon the parties and their respective successors and permitted assigns.

**9.7 Force Majeure.** Any delay in the performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**9.8 Independent Contractors.** The relationship between Subscriber (or its End Users) and Meadow AI is that of an independent contractor, and neither party is an agent or partner of the other. Subscriber and its End Users will not have, and will not represent to any third party that it has, any authority to act on behalf of Meadow AI.

**9.9 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Subscriber and Meadow AI.

[END OF TERMS]