AtomAI Solutions Inc.
ATOM SUBSCRIPTION AGREEMENT

This Atom Subscription Agreement, with the attachments (this "<u>Agreement</u>"), is between AtomAI Solutions Inc. ("<u>AtomAI</u>"), whose principal place of business is 254 Chapman Rd, Suite 208 #16317, Newark, Delaware 19702, and the customer identified on the associated Order Form or Statement of Work ("<u>Customer</u>"). This Agreement includes the following attachments which are hereby incorporated by reference:

Atom Privacy Policy (attached hereto as Attachment A);
Atom Services Terms (attached hereto as Attachment B); and
Atom Service Level Agreement (attached hereto as Attachment C).

THIS SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S USE OF THE SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

1. DEFINITIONS

Capitalized terms have the meanings provided in this Agreement or as defined as follows:

"<u>Customer Data</u>" means all data, including data points, search terms, text, sound, video, images or files that are provided to AtomAI by, or on behalf of, Customer or collected and processed by or on behalf of Customer using the Services.

"<u>Documentation</u>" means the online help and training materials for the Services made available to Customer by AtomAI, as updated from time to time.

"<u>End User</u>" means any person, permitted or authorized by Customer to use the Services or access Customer Data hosted through the Services and, in the case of any user-based Subscription, for whom subscriptions have been purchased and to whom user identifications and passwords have been supplied by Customer. End Users may include Customer's employees, contractors, vendors and agents, as well as third parties with whom Customer transacts business.

"<u>Fees</u>" means the fees for the Subscription to be paid by Customer, as set forth in the Order Form.

"<u>Indemnified Liabilities</u>" means any settlement amounts approved by the indemnifying party and damages and costs awarded against the indemnified party in a final judgment by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights and any other intellectual property rights (registered or unregistered).

"Order Form" means an order form signed by Customer and AtomAI that includes applicable limits on Customer's use of Services, the length of Customer's Subscription, and the applicable Fees, subject to the terms of this Agreement.

"Services" means the online, web-based platform and mobile applications known as Atom and other designated products as described in the Documentation and purchased by Customer via an Order Form, including any associated offline components but excluding Third-Party Products.

"Subscription" means the period for which Customer is authorized to use the Services, as set forth in the Order Form.

"Third-Party Products" means online, web-based applications, platforms and infrastructure and offline software products that may be configured to operate with the Services, but are provided by third parties.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or governmental tribunal.

2. USE OF SERVICES

2.1 Right to Use. Subject to Customer's compliance with the terms of this Agreement, AtomAI hereby grants Customer a non-sublicensable, non-transferable (except as provided in Section 12.3), non-exclusive, terminable right to access and use the Services as further described in this Agreement during the term of Customer's Subscription. AtomAI reserves all other rights.

2.2 Updates to the Services. AtomAI may modify, update or release enhancements to the Services at any time, and for any reason. AtomAI will notify Customer of any material modification, update or enhancement promptly after it is scheduled. If there is a large feature release that impacts end user experience, all end users will receive an email, at least one week prior to the release, describing the release, as well as providing a link to any Documentation supporting the release. AtomAI will provide all such modifications, updates or enhancements at no additional cost to Customer during the Subscription; provided that both parties agree that there may be a cost for additional modules or functionality that may be offered in the future as add-ons to the Services.

2.3 Conditions of Use.

(A) Customer may use the Services only in accordance with the terms of this Agreement, the Documentation, and applicable laws. If Customer is using the Services with Google Maps API, Customer agrees that it will comply with, and will cause its End Users to comply with, Google, Inc.'s then-current terms at the following URLs: (i) the Google Maps/Google Earth

Additional Terms of Service at https://maps.google.com/help/terms_maps.html; (ii) the Google Maps / Google Earth Legal Notices at https://maps.google.com/help/legalnotices_maps.html; and (iii) Google's Acceptable Use Policy at https://enterprise.google.com/maps/terms/universal_aup.html (or such other URLs as Google, Inc. may make available from time to time).

(B) AtomAI may make modifications to the Atom Services Terms from time to time to accommodate changes to the Services, legal requirements, changes to any Third-Party Products on which the Services depend, or for any other commercially reasonable purpose.

(C) Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent permitted by applicable law despite these limitations. Customer may not distribute, rent, sublicense, sell, transfer, or otherwise make the Services, or any part thereof, available to, or use the Services for the benefit of, any person other than Customer and its End Users.

(D) Customer will comply with all export control laws and all anti-bribery laws applicable in connection with its Subscription and use of the Services. Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and that it will not permit End Users to access or use the Services in violation of any U.S. export embargo, prohibition, or similar restriction.

(E) Customer will not: (1) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or (2) falsify or delete any attributions, legal notices or other labels regarding the origin or source of material obtained through the Services.

2.4   Responsibility for End Users; Customer Accounts.

(A) End Users. Customer is responsible for its End Users compliance with this Agreement.

(B) Customer Accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. Customer will use commercially reasonable efforts to prevent and, if necessary, terminate any unauthorized use of the Services and will promptly notify AtomAI of any possible misuse or any security incident related to the Services of which Customer becomes aware.

2.5   Customer Data

(A) Customer retains ownership of all Customer Data, as between AtomAI and Customer. By submitting Customer Data to AtomAI through use of the Services, Customer hereby grants AtomAI a perpetual, irrevocable, non-exclusive, worldwide, sublicensable, and royalty-free license to use the Customer Data solely for the following purposes: (i) providing and improving the Services; and (ii) providing technical support and/or implementation or configuration assistance at Customer's request.

(B) Customer is solely responsible for the content, accuracy, quality, integrity, and legality of Customer Data, as well as the means by which Customer acquires Customer Data, and will secure and maintain all rights in Customer Data necessary for AtomAI to provide the

Services without violating the rights of any third party. AtomAI does not and will not assume any obligations with respect to Customer Data or Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.

(C) Customer acknowledges that the Services will access and process Customer Data to generate reports, work orders, summaries, analyses, documents and other results. If Customer chooses to save such output, it will be saved as Customer Data. Customer's ability to recreate or duplicate such output will cease upon expiration or termination of this Agreement. Customer understands and agrees that AtomAI has no control over (and makes no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Customer Data by providers of Third-Party Products whose services may be required for the storage, accessibility, or protection of Customer Data.

(D) Customer may request AtomAI's assistance in exporting its Customer Data at any time, in which case AtomAI will have 30 days from Customer's written request to provide Customer with such export. AtomAI will, at AtomAI's cost, provide Customer with one export of Customer Data upon the expiration or termination of this Agreement. If Customer requests AtomAI's assistance with any additional exports, such assistance will be provided at AtomAI's then-current rates.

3.   FEES AND PAYMENTS

3.1   Fees. Customer's use of the Services is subject to the payment of the Fees set forth in the Order Form. Except as otherwise specified in this Agreement and the Order Form, (A) Fees are based on the Services purchased and not actual usage, (B) payment obligations are non-cancelable and fees paid are non-refundable, and (C) any End User subscription quantities cannot be decreased during the relevant Subscription set forth on the Order Form. Fees for any End User subscriptions added during a Subscription will be prorated based on that portion of the Subscription remaining. Unless otherwise provided in the Order Form, Customer will pay for its Subscription on a full annual prepaid basis. Fees are due 30 days from the invoice date.

3.2   Taxes. Unless otherwise stated in the Order Form, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying any Taxes associated with its purchases. If AtomAI is legally obligated to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides AtomAI with a valid tax exemption certificate.

4.   TERM, TERMINATION, AND SUSPENSION

4.1   Term. This Agreement commences on the Effective Date and will remain in effect until the expiration or termination of Customer's Subscription.

4.2   Termination. Either party may terminate this Agreement with written notice if the other party: (A) is in material breach of this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching party; or (B) becomes the subject of a petition in

bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3   Renewal. Upon expiration of Customer's Subscription, should Customer wish to renew its Subscription, Customer may be required to enter into a new agreement, a supplemental agreement or an amendment to this Agreement.

4.4   Suspension. AtomAI may suspend Customer's use of the Services if: (i) it is reasonably necessary to prevent unauthorized access to Customer Data; (ii) Customer fails to respond to a claim of alleged infringement of AtomAI's Intellectual Property Rights within a reasonable time; (iii) Customer does not comply with the Atom Services Terms or materially breaches Section 2.3(D) hereof; or (iv) Customer is more than 30 days delinquent in paying any undisputed Fees due under this Agreement (AtomAI to provide Customer at least 10 days' prior notice of any suspension related to an overdue account). Any suspension will be in effect only while the condition or need exists and AtomAI will provide notice to the named administrators of Customer's Subscription except where AtomAI reasonably believes the Services must be suspended immediately.

4.5   Termination of Services. AtomAI may terminate this Agreement immediately upon written notice if AtomAI reasonably determines that changes in applicable laws, or changes to Third-Party Products upon which the Services are dependent and for which there are no commercially reasonable substitutes, make it impracticable to continue providing the Services.

4.6   Effect of Expiration or Termination. If this Agreement is terminated for cause by Customer in accordance with Section 4.2, or is terminated by AtomAI in accordance with Section 4.5, AtomAI will refund to Customer any prepaid Fees on a prorated basis for any unused Subscription periods. If this Agreement is terminated for any other reason, any Fees outstanding will become immediately due and payable. When this Agreement expires or terminates, Customer will have 30 days following the date of such expiration or termination to request an export of Customer Data in accordance with Section 2.5(D) and all other rights under this Agreement terminate, except as set forth in Section 12.8.

5.   SUPPORT

During the Subscription, AtomAI will provide Customer with front-line technical support for the Services directly to Customer's technology administrators including responding to questions, complaints and other support issues in accordance with AtomAI's then-current support policy.

6.   PRIVACY AND DATA PROTECTION

6.1   End User Privacy. Customer will obtain and maintain all required consents from End Users in accordance with applicable data protection law to allow: (A) Customer to access, monitor, use or disclose any data submitted through the Services; and (B) AtomAI to provide the Services as contemplated herein, which may include the use, by AtomAI and providers of Third-Party Products, of an End User's location.

6.2   Additional Terms. Additional privacy and security terms are available in the Atom Services Terms. The Atom Services Terms apply only to Customer's use of the Services and not

to any other services or products provided by AtomAI or third parties. Customer acknowledges and agrees that certain providers of Third-Party Products may also have access to Customer Data, and any use by such providers of Customer Data shall be governed by the privacy policies of such third parties.

6.3   Disclosure Required by Law. Customer hereby consents and authorizes AtomAI, as required by law, to access and disclose to law enforcement or other government authorities, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, Customer must notify End Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as required by law, and Customer must obtain End Users' consent to the same.

7.   INTELLECTUAL PROPERTY RIGHTS

7.1   Ownership. Except as expressly set forth herein, this Agreement does not grant either party any rights to the other party's intellectual property. As between the parties and subject to the limited rights expressly granted herein, (A) Customer owns all rights, title and interest in and to its Customer Data, including all Intellectual Property Rights therein, and (B) AtomAI and its licensors own all rights, title and interest in and to the Services, including all Intellectual Property Rights therein.

7.2   Marks. Any use of a party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features (together, "Marks"), inures to the benefit of the party holding rights in those Marks.

7.3   Feedback. Customer hereby grants AtomAI a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer, including its End Users, relating to the Services.

8.   CONFIDENTIALITY

8.1   Confidential Information. As used herein, "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other ("Receiving Party"), by any means, that is designated as confidential or that reasonably should by understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data. AtomAI Confidential Information includes the Services and the terms of this Agreement and all Order Forms. Confidential Information does not include any information that (A) is or becomes generally known to the public without breach of this Agreement by Receiving Party, (B) was known to Receiving Party prior to its disclosure by Disclosing Party, (C) is received from a third party without breach of any obligation owed to Disclosing Party, or (D) was independently developed by Receiving Party without access or reference to any Confidential Information of Disclosing Party.

8.2   Protection of Confidential Information. Except as otherwise permitted in writing by Disclosing Party, Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of a similar type (but in no event less than

reasonable care) and Receiving Party will limit access to Disclosing Party's Confidential Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Receiving Party that are no less stringent than those set forth in this Agreement. Customer will not disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without AtomAI's prior written consent. Receiving Party will remain responsible for its employees, contractors, agents, affiliates, and professional advisors complying with this Section 8.2. Receiving Party will promptly notify the Disclosing Party of any unauthorized access to or disclosure of the Disclosing Party's Confidential Information.

8.3 **Required Disclosure**. Receiving Party may disclose Confidential Information of Disclosing Party if it is required by law to do so, provided that, to the extent permitted by law, Receiving Party provides Disclosing Party prior notice of such disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

9. DISCLAIMERS

9.1 **Third-Party Products**. Customer acknowledges that availability of the Services depends in part on the availability of Third-Party Products with which the Services are integrated, such as mapping applications and customer relationship management (CRM) software or enterprise resource planning (ERP) software. Customer also acknowledges that the Services have been built and run on platforms operated by third-parties. Customer acknowledges that AtomAI has no control over the availability of these Third-Party Products. Accordingly, AtomAI makes no representations, warranties or covenants regarding the availability of the Services to the extent that such availability is dependent on the availability of any Third-Party Products. Nothing in this Agreement creates any rights or obligations on AtomAI's part with respect to such Third-Party Products or third-party providers, nor will this Agreement be construed as creating any rights or obligations on the part of providers of Third-Party Products with respect to the Services.

General. EXCEPT AS SET FORTH IN THE SLA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AtomAI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITATION, AtomAI DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT SERVICES OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED AND AtomAI, ITS LICENSORS, AND EACH OF THEIR SUPPLIERS DISCLAIMS ANY REPRESENTATION OR WARRANTY OF CONTENT ACCURACY.

10. DEFENSE OF CLAIMS

10.1 **Obligations**.

(A) AtomAI will defend Customer, and indemnify Customer against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from an allegation that the Services infringe that third party's Intellectual Property Rights.

(B) Customer will defend AtomAI, and indemnify AtomAI against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from: (A) an allegation that any Customer

Atom Subscription Agreement Version 1 (4-11-2024)

conduct described in <u>Section 10.2</u> infringes that third party's Intellectual Property Rights; (B) Customer's violation of law; or (C) Customer's failure to obtain necessary rights and consents to provide data (if any) to AtomAI.

10.2   Limitations. A party's indemnification obligations will not apply to the extent that the underlying allegation arises from: (A) the indemnified party's breach of this Agreement; (B) modifications to the Services by anyone other than AtomAI; (C) Customer's combination of the Services with materials or items not provided by or authorized by AtomAI; (D) Customer's use of the Services after AtomAI notifies Customer to stop due to a third-party claim; or (E) AtomAI's compliance with Customer's design or request for customized features.

10.3   Remedies. If the Services are the subject of a Third-Party Legal Proceeding or an Intellectual Property Rights allegation, or if AtomAI reasonably believes that it may become subject to such a proceeding or allegation, AtomAI will, at its expense: (A) secure the right for Customer to continue using the Service; and (B) replace or modify the Service to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Service, and notify Customer to stop use of the prior version of the Service. If AtomAI cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, AtomAI will discontinue providing the Services and refund any advance Fees paid for unused Subscription rights.

10.4   General. A party seeking protection under this <u>Article 10</u> must (i) notify the other promptly of any allegation(s) that could lead to a Third-Party Legal Proceeding and, (ii) reasonably cooperate with the indemnifying party to resolve the allegation(s). If a party's failure to provide such notice prejudices the defense of a Third-Party Legal Proceeding, the indemnifying party's obligations under this <u>Article 10</u> will be reduced in proportion to such prejudice. The party seeking protection must (A) give the other party sole control over the defense and settlement of any Third-Party Legal Proceeding; and (B) provide reasonable cooperation in defending the Third-Party Legal Proceeding; provided that (i) any settlement requiring the indemnified party to admit liability or pay any money will require the indemnified party's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the indemnified party may join in the defense of a claim with its own counsel at its own expense. Without affecting either party's termination rights, this <u>Article 10</u> sets forth the parties' sole rights and obligations under this Agreement for claims related to Intellectual Property Rights and Third-Party Legal Proceedings.

11.   LIMITATION OF LIABILITY

11.1   Limitations.

(A) The aggregate liability of either party for all claims under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Services during the 12 months prior to the date the applicable cause of action arose; provided that in no event will a party's aggregate liability exceed the amount paid for the Services during the Subscription.

(B) NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE OR ANTICIPATED SAVINGS,

BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER OR NOT THE LOSSES WERE FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

11.2   Exceptions. The limits of liability in this <u>Article 11</u> apply to the full extent of the law, but do not apply to either party's liability for: (A) its defense and indemnification obligations under <u>Section 10.1</u>; (B) violation of the other party's Intellectual Property Rights; (C) fraud or fraudulent misrepresentation; or (D) payment of Fees.

12.   GENERAL PROVISIONS

12.1   Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the address set forth in the preamble in the case of AtomAI, and to the address set forth in the Order Form in the case of Customer. AtomAI and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

12.2   Audit Rights. During the term of this Agreement and for a period of 12 months following termination or expiration, AtomAI will have the right, upon 10 business days' written notice, during Customer's normal business hours, to audit Customer's use of the Services to verify its compliance with the terms of this Agreement. Customer will maintain and make available records sufficient to permit AtomAI or its independent auditor to conduct such an audit. If any audit reveals any noncompliance, including but not limited to the underpayment of Fees, Customer will promptly cure the noncompliance, including paying AtomAI any shortfall. If any audit reveals a shortfall in Fees of 10% or more in any 12-month period, Customer will pay such shortfall at AtomAI's then-current list price and reimburse AtomAI the reasonable cost of its audit.

12.3   Assignment; Change of Control. AtomAI may transfer this Agreement to an affiliate or pursuant to a change of control (through a stock purchase or sale, merger, or other form of corporate transaction). Any other attempt to assign this Agreement without the other party's prior written consent is void.

12.4   No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5   Customer Attribution; Publicity. Customer agrees that AtomAI may use its name and logo on AtomAI's customer list. Neither party may make any other public statement regarding this Agreement or the parties' relationship hereunder without the other party's prior written approval.

12.6   No Agency. The parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the parties.

12.7   No Waiver; Cumulative Remedies. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

12.8   Survival.   Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

12.9   Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. AtomAI may (at its sole discretion) suspend the provision of the Services or modify the Services at any time to comply with applicable law. If any suspension under this Section 12.9 continues for more than 30 days, Customer may, at any time until use of the Services is reinstated, terminate this Agreement upon written notice to AtomAI.

12.10   Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles.   For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. Each party hereby waives any right to a jury trial in connection with any action or claim in any way arising out of or related to this Agreement.

12.11   Severability. If any provision (or portion of a provision) of this Agreement is found to be invalid, illegal or unenforceable, such provision will be modified and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the rest of this Agreement will remain in effect.

12.12   Entire Agreement; Precedence; Amendment.   This Agreement and the associated Order Form(s) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. In entering this Agreement, neither party has relied on (and neither party has any right or remedy based on), any statement, representation or warranty, except those expressly stated herein. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement.

Attachment A

ATOM PRIVACY POLICY

This Privacy Policy describes the privacy and data security principles followed by AtomAI Solutions Inc. with regard to the personal information of individuals, customers and licensees who visit and use our online, web-based platform and mobile applications known as Atom App (the "Services").

This Privacy Policy will help you understand how we collect and use the personal information you share with us. By using or accessing the Atom website and applications, you are accepting the practices described in this Privacy Policy. In this privacy policy, we sometimes refer to "You". "You" may be a visitor to the Atom website, a customer and user of one or more of our Services, or an employee of a customer.

This policy does not apply to third-party websites, products, or services even if they link to our Services, and You should consider the privacy practices of those third parties carefully.

To further clarify, by accessing the Atom website and using the Atom applications, You acknowledge and agree that certain providers of third-party products may also have access to the data You share or we access. One such third-party provider is Google, Inc., and You allow Google, Inc. to use such data as described in Google, Inc.'s privacy policy at https://www.google.com/intl/ALL/policies/privacy/index.html.

This Atom Privacy Policy applies to the collection, hosting, storage, security, processing, transfer, and use of, as well as the access to, personal information, customer data, and services data concerning You, and applies only to use of the Services and not to any other services or products provided by AtomAI or any third parties.

How We Collect and Use Information

We collect and use Your personal information to provide our Services to You and to operate and improve the Atom website and services. We will only use your personal information in ways outlined in this Privacy Policy. Depending on how You use the Atom website, applications, and Services, we may collect the following types of information and use it in this manner:

Accessing our website – Like most websites, our Atom website automatically collects and uses the data contained in log files. Information in log files may include Your computer's IP (internet protocol) address, your ISP (internet service provider), the web browser You used to visit our site, the time You visited our site, which web pages You visited, and other anonymous site usage data. Every computer with internet capability is given a number that serves as that computer's IP address. When You request a page from Atom's website, our web servers automatically recognize Your IP address. The domain name and IP address reveal nothing personal about You other than the IP address from which You have accessed our site. We may

use this information to examine traffic in aggregate, investigate misuse of AtomAI's websites, detect fraud, or cooperate with law enforcement.

Information You provide – We offer access to some information and services without a charge, but to access the information we ask that You complete a registration form. In this instance, we may ask You to provide limited personal information (such as your name and email address). Furthermore, employees of our customers may provide information through Atom's website and applications in order to use the Services. Such information will include first and last name, work email address (which may include an image of the employee profile from Google Accounts if the employee signs-in using his or her Google-based email for work), and phone number. In the future, the Atom website and related applications may collect an employee's geolocation using such employee's mobile device in order to provide traffic conditions and routes, weather alerts, disaster alerts, and on-site updates when actual work is being conducted. Our geolocation will allow the user to opt-in and opt-out of any alerts or other notifications by modifying applicable settings.

How we and others may communicate with You using the information You provide – We communicate through email, and notices posted on the Atom website. Examples of these email notices include: (1) welcome and engagement messages – when You register for our Services, we may send you a series of emails to inform You about how to best use our Services, as well as to inform you of new features; (2) service messages – these will cover service availability, security, and other issues about the functioning of Atom; and (3) promotional email messages, which may contain promotional information directly about us or about our business partners. Finally, we may provide Your contact information to our partners for marketing purposes; please see below if You would like to opt-out of such communications.

You may change your email and contact preferences, or any other personal information, at any time by notifying us as explained in more detail at the end of this policy under the "Your Privacy Rights" section of this Policy. If we use Your information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Push Notifications - We may send You push notifications from time-to-time in order to update You about any updates, events or promotions that we may be running. If you do not wish to receive these types of communications, you may turn them off at the device level. To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information.

Cookies – When You visit Atom's website or it related applications we may send one or more "cookies" to your computer or mobile device. Third-party websites You may access through our sites may also send cookies to Your computer. A cookie is a small piece of data that is sent to Your browser from a web server and stored on Your computer's hard drive. We use cookies to improve the quality of our services, for instance, storing Your user preferences or log-in information, as well as for marketing purposes. You can choose whether to accept cookies by changing your browser settings. You can reset your browser to refuse all cookies, or allow Your browser to show you when a cookie is being sent. If you choose not to accept cookies, Your experience at our site and other websites may be diminished and some features may not work as intended. Our systems do not recognize browser "Do Not Track" signals. We provide You

with tools to opt out of marketing from us or certain transfers of Your information. You can learn about this in the "Your Privacy Rights" section of this Privacy Policy.

Links – We may present links in a format that enables us to keep track of whether these links have been followed. We use this information to determine which sites are being accessed and how often, and to improve our services.

Other Sites – This Privacy Policy applies to the Atom website, applications, and Services only. Although we may provide links to internet sites or resources administered by third parties, we do not exercise control over third party sites that include other products or services. These other sites may place their own cookies or other files on Your computer, collect data or solicit personal information from You. We cannot protect the privacy of the information You share with any such third party and we suggest that You review their applicable privacy policies.

Other Requested Information

We may request Your name, e-mail address or mailing address for the purposes of conducting a survey or providing additional services (for example, subscriptions to e-mail newsletters, promotional announcements, or information about seminars). When making such a request, we will indicate the purpose of the inquiry. If we use this information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Potential Disclosure of Your Information

We will disclose personal information and an IP address when we have Your consent or have the good-faith belief that such action is reasonably necessary to:

1. satisfy any applicable law, regulation, legal process or enforceable governmental request;
2. protect and defend the rights of our websites and related properties, or visitors to our websites and related properties;
3. enforce applicable terms of our Terms of Use, including investigation of potential violations thereof;
4. identify persons who may be committing a fraud or otherwise violating the law; or
5. cooperate with investigations of purported unlawful activities.

Security of Your Information

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Other than as set forth in the last sentence in this paragraph, we restrict access to personal information to our employees, contractors, agents and authorized third parties who need to know the information in order to operate, develop or improve the Services. These individuals are bound by confidentiality obligations. As noted above in the section entitled **"How we and others may communicate with You using the information You provide"**, we may provide Your contact information to our partners for marketing purposes.

Data Integrity

We process personal information only for the purposes for which it is collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and

process the personal information needed to provide or improve the Services or as otherwise permitted under this Privacy Policy.

Customer Data and Services Data

Customer Data is information that we may collect from Your use of the Atom website and related applications, and Your interactions with us off-line. We deal with Customer Data according to the terms of this Privacy Policy.

Services Data is data that resides on the Google Cloud Platform or on our customers' or third-party systems to which we are provided access to perform the Services (including development, Q&A, UAT and production environments that may be accessed to perform consulting and support services). We treat Services Data in accordance with the terms of this Privacy Policy.

Below are the conditions under which AtomAI may access, collect and/or use Services Data:

To Provide Services – Services Data may be accessed and used to fulfill the requirements specified in a Services contract or purchase order for support, consulting, or other services.

To Maintain and Upgrade a System – Technical staff may require periodic access to Services Data to monitor system performance, test systems and develop and implement upgrades to systems, if applicable.

To Address Performance and Fix Issues – On occasion, we may have a need to deploy new versions, patches, updates, and other fixes to our programs (or third party programs we support) and services. In accordance with the terms of Your subscription order and/or with notice to You, we may access and/or use a copy of Your development, Q&A, UAT and production environment, including Services Data, to test such new versions, patches, updates and fixes and validate that they work in Your environment(s).

Other Uses – We may transfer and access Services Data globally as required for the purposes specified above. If we hire subcontractors to assist in providing services, their access to Services Data will be consistent with the terms of this Privacy Policy, except where the confidentiality provisions within a specific service contract define different requirements.

We do not use Services Data except as stated above or in Your order. We may process Services Data, but we do not control Your information collection or use practices for Services Data. If You provide any Services Data to us, You are responsible for providing any notices and obtaining any consents necessary for us to access and use Services Data as specified in this policy and Your order.

Your Privacy Rights: Opting Out Of Marketing And Transfers; Accessing, Updating And Deleting Information – We want to communicate with You only if you want to hear from us. If you wish to opt out of receiving our marketing efforts or our sharing information with third parties for their marketing efforts, You may do so, at any time by clicking "unsubscribe" in any email you receive from us and following the instructions on the screen or by responding to an email and

including "Remove" in the subject line. Please be aware that You cannot opt out of receiving our service messages.

You may also opt out of receiving our marketing efforts or our sharing information with third parties by contacting us at: support@atom-ai.com or mail your questions to:

AtomAI Solutions Inc.
254 Chapman Rd, Suite 208 #16317
Newark, DE 19702

Please note that, from time to time, personal information collected from You may be processed and stored by us or our partners in jurisdictions in which disclosure may be compelled by governments, law enforcement agencies and regulatory bodies of those jurisdictions as required or permitted by the laws and courts of those jurisdictions. Depending on the laws of the applicable jurisdiction, we may not be allowed to provide notice to You of such required disclosure. We may also share Your personal information and other information with entities controlling, controlled by, or under common control with us. If some or all of our business assets are sold or transferred, we would transfer Your information to the buyer or transferee and for due diligence purposes to its professional advisors under an obligation of confidentiality.

Changes to this Policy
Our Privacy Policy may change from time to time. If we do make changes, we will post any policy changes on this page so that You are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Each version of this Privacy Policy will be identified at the top of the page by its effective date. Please send any questions about our Privacy Policy to the contact email and address above.

Attachment B

ATOM SERVICES TERMS

Thank you for using our online, web-based platform and mobile applications known as Atom (the "Services"). The Services are provided by AtomAI Solutions Inc. (referred to as "we" or "our" or "AtomAI" in this Attachment)

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as described in these terms, your subscription agreement, order form, or as permitted by applicable law. We may suspend or stop providing the Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using the Services does not give you ownership of any intellectual property rights in the Services or the content that you access. You may not use content from the Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in the Services. Do not remove, obscure or alter any legal notices displayed in or along with the Services.

The Services display some content that is not ours. This content is the sole responsibility of the entity that makes it available.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications, but not all of them.

Some of the Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

In addition, you agree that you will not, and will not allow third parties to use our Services to:

- participate in, or promote any activity considered illegal;
- launch any unlawful, invasive, infringing, defamatory or fraudulent software or enterprise;
- intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- interfere with anyone's use of our Services, or interfere with the software and equipment used to provide our Services;
- disable, interfere with or circumvent any aspect of our Services;
- take any action to allow users to infringe or misappropriate the intellectual property rights of others;
- generate, distribute, or facilitate unsolicited mass email or advertising; or
- use the Services, or any interfaces included in the Services, to access any other company's product or service in a manner that violates the terms of service of such other product or service.

Privacy

Please review the Atom Privacy Policy to understand how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with our Privacy Policy.

About Software in our Services

When the Service requires or includes downloadable software, this software may be updated automatically on your device once a new version or feature is available.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license for the term of your subscription to use the software provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these terms, the subscription agreement, and your order form. You may not copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about the Services.

Other than as expressly set out in these terms and our additional terms, neither AtomAI nor its partners, suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we disclaim all warranties.

Other Applicable Terms

If you are using the Services with Google Maps API, you are bound by the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html, including the Google Privacy Policy at https://policies.google.com/privacy?hl=en&gl=us (or such other URLs as Google, Inc. may make available from time to time).

About these Terms

We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to the Services. You should look at the terms regularly. We'll post notice of modifications to the Service and these terms on this page. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are

Atom Subscription Agreement Version 1 (4-11-2024)

posted. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact us, please see the Atom Privacy Policy.

Attachment C

ATOM SERVICE LEVEL AGREEMENT (SLA)

During the Term of the applicable Atom License Agreement (the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the "Service Level Objective" or "SLO"). If AtomAI does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by AtomAI to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. AtomAI provides the following availability service level agreement ("SLA") for the Atom product ("Cloud Service") as specified in an "Agreement". This SLA is not a warranty. This SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket through the AtomAI Client Support Portal within the AtomAI technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available.

a. Client must reasonably assist AtomAI with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime").

i. Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to: a scheduled or announced maintenance outage; causes beyond AtomAI's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; a Client-caused security incident; Client security testing; or other Client initiated actions, such as performing version updates which cause loss of connectivity or inability for a user to authenticate to access the Cloud Service.

ii. Intermittent Downtime for a period of less than five minutes will not be counted towards the Downtime used in calculating compensation for any SLA claim.

b. AtomAI will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 17.5 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

2. Service Levels

Availability during a contracted month	Compensation (% of monthly subscription fee for contracted month that is the subject of a claim)
Less than 99.8%	3.5%
Less than 98.8%	7.5%
Less than 95.0%	17.5%

Example: *432 minutes total Downtime during contracted month*

43,200 total minutes in a 30 day contracted month - Minus 432 minutes of Downtime = 42,786 Minutes 43,200 Total Minutes	= 99.0% Availability for a 3.5% credit for availability during the contracted month

3. SLA Exclusions

This SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of AtomAI's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.