

Keiji AI Inc.

TERMS OF SERVICE

Last Updated: January 23, 2026

These Terms of Service (including all other terms and policies referenced herein, collectively, the “**Terms**”) form a binding legal agreement between Keiji AI Inc. (“**Keiji AI**,” “**we**,” “**us**,” or “**our**”) and you, whether you are an individual or acting on behalf of a legal entity. These Terms govern your access to and use of Keiji AI’s platform located at <https://trialmind.ai> (the “**Platform**”). The Platform provides AI-assisted tools delivered as a software-as-a-service (“**SaaS**”) solution that enables users to access certain tools, features, functionalities, services, and resources made available by Keiji AI from time to time under an active Enterprise, Premium, Standard, Free, or other subscription plan (each, a “**Subscription Plan**”) (collectively, the “**Services**”), as further described in these Terms and on the applicable Order Form (as defined below). For purposes of these Terms, “**you**,” “**your**,” and “**User**” refer to the individual or entity accessing or subscribing to the Services. Throughout these Terms, you and Keiji AI may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

BY SUBSCRIBING TO, REGISTERING TO USE, LOGGING INTO, ACCESSING, OR USING THE SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE TO THESE TERMS WHENEVER THE OPTION IS PRESENTED TO YOU: (A) YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THE MOST CURRENT VERSION OF THESE TERMS; (B) YOU ARE REPRESENTING THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT WITH US; (C) YOU ARE ACCEPTING THESE TERMS AND AGREEING THAT YOU ARE LEGALLY BOUND BY THESE TERMS; (D) YOU ARE AGREEING THAT THESE TERMS WILL BE DEEMED TO SATISFY ANY REQUIREMENT UNDER APPLICABLE LAW THAT AN AGREEMENT BETWEEN YOU AND US BE IN WRITING; AND (E) YOU ARE AGREEING THAT YOUR ACTIONS IN REGISTERING FOR OR LOGGING INTO THE SERVICES OR OTHERWISE INDICATING YOUR AGREEMENT TO THESE TERMS WILL BE DEEMED TO BE YOUR VALID AUTHENTICATED SIGNATURE FOR PURPOSES OF ANY APPLICABLE LAW REQUIRING THAT THESE TERMS BETWEEN YOU AND US BE SIGNED BY YOU IN WRITING. FOR THE AVOIDANCE OF DOUBT, THESE TERMS ARE APPLICABLE TO YOU REGARDLESS OF THE TYPE OF SUBSCRIPTION PLAN (AS DEFINED BELOW) SELECTED, AS INDICATED ON THE APPLICABLE ORDER PAGE (AS DEFINED BELOW).

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER LEGAL ENTITY (A “**LEGAL ENTITY**”) THAT IS NOT A NATURAL PERSON, YOU ACKNOWLEDGE, REPRESENT, AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THESE TERMS, AND REFERENCES TO “**YOU**” AND “**YOUR**” IN THESE TERMS WILL ALSO BE READ TO REFER TO THAT LEGAL ENTITY.

Your access to and use of our Services are also subject to our [Privacy Policy](#), the terms of which can be found directly on our Services and are incorporated herein by reference. By using the Services, you consent to the terms of the [Privacy Policy](#).

IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT HAVE THE REQUISITE AUTHORITY OR CAPACITY TO ENTER INTO THEM, DO NOT CLICK THE “ACCEPT” BUTTON OR CHECK ANY BOX TO ACCEPT THESE TERMS, AND YOU MUST NOT ACCESS, OR USE THE SERVICES. YOU AGREE AND ACKNOWLEDGE THAT

ACCESSING OR USING ANY PORTION OF THE SERVICES IN ANY MANNER CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS IN THEIR ENTIRETY.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND KEIJI AI AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND KEIJI AI WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. **Changes to these Terms.** We may amend these Terms at any time by posting the updated version on our Services, and you acknowledge that each time you use the Services, you agree to the then-current version. Any modifications become effective as of the “Last Updated” date above. We may provide notice of changes by sending you an email, posting a notice through the Services, or updating the “Last Updated” date. For material changes that adversely affect core functionality or fees, we will provide at least thirty (30) days’ prior notice via email or in-product notice. If you do not agree to such material changes, you may terminate your Subscription Plan at the end of your current period without penalty. By clicking an “I Agree” button or checkbox presented with the modified Terms, or by continuing to access or use the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification, you must stop using the Services. We encourage you to review these Terms regularly to understand the conditions that apply to your access and use of the Services.

2. **Keiji AI Services Overview.** The Keiji AI Services provide Users with access to the Platform, which offers an integrated suite of networking, project-facilitation, and analytics tools made available to support clinical trials, research, and related data analysis activities (each, a “*Project*”). The Platform enables Users to leverage automated workflows, advanced analytical capabilities, and curated academic and professional resources in connection with conducting research, performing data analysis, and collaborating on Projects. Keiji AI offers the Services on a subscription basis (each, a “*Subscription Plan*”). Subscription Plans may include Enterprise Plans for academic institutions, professional organizations, or other User entities which may be invoiced for the Services outlined on an applicable Order Form, and individual User plans, for which fees are generally processed via Stripe. The Services may be used internationally. Additional regional or jurisdiction-specific terms may apply, and access to and use of the Services are subject to the limitations, restrictions, and conditions set forth in these Terms or otherwise made available through the Services, as further described below:

- (i) *Free Plan.* A free account providing basic access to the Platform for an individual User seeking to perform clinical trial–related activities and execute analytical data analysis, with limited access to mentorship, academic resources, and professional tools as described on the applicable Order Form for a limited amount of time (the “*Free Plan*” or “*Free Trial*”).
- (ii) *Standard Plan.* A paid account providing expanded access to the Platform for an individual User conducting clinical trial–related activities and analytical data analysis. The Standard Plan includes additional features such as automated workflows and enhanced access to mentorship, academic resources, and professional tools (the “*Standard Plan*”).
- (iii) *Premium Plan.* A paid account that provides enhanced access to the Platform, designed for an individual User or entity to host a group (a “*Network*”) where Free Plan and Standard Plan Users who have been granted access (“*Engaged Participants*”) may conduct clinical trial–related activities, perform analytical data analysis, and collaborate on Projects. The Premium Plan may also provide Engaged Participants with additional features beyond their individual Subscription Plan, including automated workflows, expanded mentorship,

advanced academic and professional resources, and enhanced messaging and administrative capabilities (the “**Premium Plan**”).

- (iv) **Enterprise Plan.** A paid account purchased by an academic institution, professional organization, or other User entity under a master subscription agreement together with an applicable Order Form (the “**MSA**”), enabling the entity to host a dedicated community (an “**Enterprise Network**”). In an Enterprise Network, Users on the Free Plan, Standard Plan, and Premium Plan who have been granted access (“**Enterprise Participants**”) may conduct clinical trial–related activities, perform analytical data analysis, collaborate on Projects, and post research findings. The Enterprise Plan may include additional features for Enterprise Plan participants beyond their individual Subscription Plans—including automated processes, expanded mentorship, advanced academic and professional resources, and enhanced messaging and administrative functions—which may vary according to the MSA or applicable Order Form (the “**Enterprise Plan**”).

3. Your Account.

3.1 Account Activation. To access and use the Services, you must register and establish an account (an “**Account**”). To register for an Account, you must (a) complete the Account registration form, providing true, accurate, current, and complete information in the form requested by us (collectively, “**Registration Data**”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. Users must be at least eighteen (18) years old to create an Account. Keiji AI supports multi-factor authentication (“**MFA**”) and workplace administrators may require MFA for their users. Although we are not responsible for verifying Registration Data, if we have reasonable grounds to suspect that any of your Registration Data is untrue, inaccurate, or incomplete, we may suspend or terminate your Account and prohibit you from accessing or using the Services.

3.2 Account Eligibility. By using the Services, you represent that you are above the age of eighteen (18) years old. Additionally, we must not have previously disabled your account for a violation of law or any of our policies. By using the Services, you will comply with these Terms and all applicable local, State, Federal, and international laws, rules, and regulations. If you are accepting these Terms on behalf of another legal entity, including a business or a government, you represent that you have full legal authority to bind such entity to these Terms.

3.3 Account Responsibility. You are solely responsible for any and all activities conducted under your Account. You agree to notify us immediately of any unauthorized use or any other breach of security on your Account. We shall not be liable for any loss incurred in connection with or resulting from any party’s unauthorized use of a password or an Account. You acknowledge and agree that losses incurred by us or another party due to the unauthorized use of your Account or password are solely at your liability. Accordingly, you are solely responsible for maintaining the confidentiality of your Account password, username, and any other credentials relating to your Account. Sharing your Account or password as well as the use of another’s Account or password is strictly prohibited.

3.4 Account Permissions. Your Account permissions and the features available through your Account are determined by the Subscription Plan applied to your Account that provides the most advanced functionalities and features. By way of example, if you are a Free Plan User who is an Engaged Participant in a Premium Plan that provides access to functionalities and features beyond those available under the Free Plan, you may have access to the advanced functionalities and features available under such Premium Plan, subject to the applicable Terms or MSA. Conversely, if you are a Premium Plan User who is an Enterprise Participant in an Enterprise Plan that does not provide additional functionalities or features, you will retain access to the advanced functionalities and features available under the Premium Plan.

3.5 *Disabling Accounts.* We reserve the right to disable your Account at any time, including if you have failed to comply with any of the provisions of these Terms, or if activities occur on your Account which, in our sole discretion, would or might cause damage to or impair the Services or infringe or violate any third-party rights, or violate any applicable laws or regulations.

4. Services.

4.1 *License to the Services; Platform Access.* Subject to the terms and conditions of these Terms, and based on your selected Subscription Plan and solely for the duration which you maintain such active Subscription Plan, we grant to you a non-exclusive, non-transferable, non-assignable, worldwide, limited right to access and use the Services, as such Services may be modified, revised, and updated in accordance with these Terms. As such, for the duration which you maintain an active Subscription Plan, and subject to the terms and conditions of these Terms, Keiji AI will provide you with remote access to the Platform.

4.2 *Maintenance.* You acknowledge that certain maintenance activities regarding the Services may be necessary or appropriate, from time to time, including bug fixes, software updates, feature updates, and the addition of new tools. In most instances, our infrastructure is designed to support updates by our engineering and support teams without the need to interrupt the Services. Where such maintenance activities are not reasonably anticipated to materially impact your use of the Services, we will have no obligation to provide notice to you regarding such maintenance activities. We will use commercially reasonable efforts to perform routine scheduled maintenance during non-business hours.

4.3 *Modifications to Services.* We may update, add, modify, or discontinue any aspect, feature, functionality or any other tool, within the Services, at our own discretion and without further notice; however, if we make any material adverse change to the Services, including to the core functionality of the Platform, then we will notify you by posting/sending an announcement via the Services or by sending you an email. You expressly acknowledge and understand that the Services may occasionally be unavailable due to upgrades, modifications, maintenance, or other work required or necessary, as determined by Keiji AI in its sole and absolute discretion, with respect to Services' functionality. You further expressly acknowledge and understand that access to the Services may be delayed or slowed due to Internet traffic and other issues beyond Keiji AI's reasonable control.

4.4 *Beta Features.* We may, at our sole discretion, make certain features and/or services available to you on a test basis which will be clearly designated as beta, pilot, limited release, non-production or by similar description ("***Beta Feature***"). Notwithstanding anything to the contrary in the Terms, you acknowledge and agree that a Beta Feature is provided on an "as is" and "as available" basis without any liability and indemnity obligations, warranty, support, maintenance, or service level obligations of any kind. We do not guarantee that future versions of a Beta Feature will be released or that if such Beta Feature is made generally available, it will be substantially similar to the current Beta Feature. We may terminate your right to use any Beta Feature at any time for any reason.

4.5 *Technical Requirements.* You shall be solely responsible for the hardware and related electronic equipment, software, and internet access to be able to access and use the Services, including, but not limited to, the Platform. Keiji AI neither represents nor warrants that the Services will be accessible through all browser releases or all versions of tablets, smartphones, or other computing devices.

4.6 *Free Trial.* If a User enrolls in the Free Plan granting access to the Services, as may be available from time to time, such Free Plan is provided on an "AS IS" and "AS AVAILABLE" basis until the set expiration period associated with such Free Plan. Additional terms and conditions for your participation in the Free Plan may appear on the applicable registration page, and any such terms and

conditions are expressly incorporated herein. Upon expiration of a Free Plan, a user will be automatically registered and billed for the Standard Plan unless the user cancels their Account and access to the Services.

4.7 Third-Party Content. The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities not owned by us (“**Third-Party Content**”). We do not control, endorse, or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

5. User Restrictions and Obligations; Disclaimers.

5.1 Restrictions on Use. Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You are responsible for complying with all applicable research ethics and institutional approvals. By accessing and/or using the Services, you represent, warrant, covenant, and agree to not:

- (i) License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Services available to any Third Party in any way;
- (ii) Disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from the Services, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, functions, or graphics of the Services in order to (a) build a competitive product or service or (b) build a product using similar features, functions, or graphics of the Platform;
- (iii) Modify, remove, or obstruct any proprietary rights statement or notice contained within the Services;
- (iv) “Crawl,” “scrape,” or “spider” any data or portion of the Services (through use of manual or automated means);
- (v) Send or store on the Services (a) infringing, unlawful, or tortious material, including User Content (as defined below) which violates Third Party privacy rights; or (b) User Content (as defined below) containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs;
- (vi) Attempt to gain unauthorized access to the Services or its related systems or networks;
- (vii) Access the Services if the User is a direct competitor of Keiji AI, unless Keiji AI agrees in writing before the User accesses the Services;
- (viii) Share passwords or provide false identity information to access or use the Services;
- (ix) Remove, delete, add to, alter, or obscure any part or aspect of the Services or any warranties, disclaimers, other notices, or any Keiji AI service marks, trademarks, trade names, or logos (the “**Marks**”) that appear on or in connection with the Platform;

- (x) Challenge, or cause, induce, authorize, or assist any person or entity to challenge, the validity, ownership, use, or registration of any Intellectual Property Rights (as defined below) in and to the Services or any of Keiji AI 's Marks, or take any action in derogation of Keiji AI 's Marks, including by using, licensing, or applying to register any mark that is identical or substantially similar to any of Keiji AI 's Marks;
- (xi) Under or in connection with any part of these Terms or its subject matter, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Right of Keiji AI or other right of any person or entity, or violates any applicable law, including, but not limited to data protection and privacy laws;
- (xii) Use the Services in a way prohibited by applicable law;
- (xiii) Use the Services in a way that could materially harm the functionality or performance of the Services;
- (xiv) Use or access the Services in a manner that fails to comply with These Terms;
- (xv) Hack or break any security mechanism on the Services, or pose a security threat to any User;
- (xvi) Use the Services or any data obtained through the Services in a false or misleading manner, or in any manner inconsistent with these Terms;
- (xvii) Use the Services in any way that may be offensive, profane, obscene, or libelous to Keiji AI;
- (xviii) Attempt to access the Services by any means other than through the interface that is provided by Keiji AI;
- (xix) Upload or process PHI unless there is a fully executed BAA (as defined below) between the Parties;
- (xx) Upload to the Services any personal information or data of any person from whom you have not received valid consent to process or use such data.

5.2 Content Disclaimer. The Platform may allow users to post, upload, publish, share, or otherwise make available content, including, without limitation, text, images, or other materials (“*User Content*”). Keiji AI does not control, endorse, or assume any responsibility for any User Content, and shall not be liable for any claims, damages, losses, costs, or expenses arising out of or relating to any User Content posted, transmitted, or otherwise made available by Users or other third parties through the Platform. Users are solely responsible for their own User Content and for ensuring that such User Content complies with all applicable laws, regulations, and these Terms.

5.3 Artificial Intelligence Disclaimer. Keiji AI does not guarantee accuracy, completeness, reliability, legality, or usefulness of any outputs generated by the artificial intelligence (“*AI*”) and machine learning functionalities and services integrated within the Platform (the “*AI Functionalities*”). Given the probabilistic nature of AI, use of our AI Functionalities may in some situations result in inaccurate or biased

outputs that do not accurately reflect a User’s instructions. Users shall review and verify the accuracy of any outputs before using or sharing it and shall not rely on Keiji AI to do so. Keiji AI does not review or screen the AI Functionalities’ outputs for compliance with intellectual property laws, privacy laws, or other legal obligations. Users are solely responsible for ensuring that any use of outputs produced by the AI Functionalities complies with all applicable laws and regulations. Outputs are not medical or clinical advice and must be reviewed by qualified personnel. The Services are not intended to store or process PHI (as defined below) unless the Parties have executed a HIPAA-compliant (as defined below) Business Associate Agreement (“**BAA**”). Absent a BAA, you warrant that you will not input PHI into the Services. Without limiting any other disclaimer hereunder, Keiji AI expressly disclaims any warranty, representation, or liability related to or arising out of the AI Functionalities, including the accuracy, reliability, or correctness thereof. The AI Functionalities are provided “as-is” and “as-available” and the User assumes all risk of use of any AI Functionalities, including damage to or loss of any User Content (as defined below) that may result therefrom.

5.4 Free Plan Disclaimer. Any access to or use of the Services through a Free Plan, as may be offered from time to time, is furnished solely for the user’s limited evaluation of the Platform’s features and functionality. The Free Plan is provided strictly “AS IS,” “AS AVAILABLE,” and “WITH ALL FAULTS,” and Keiji AI expressly disclaims, to the maximum extent permitted by law, all representations, conditions, and warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. You acknowledge and agree that: (i) the Free Plan may be modified, suspended, or terminated by Keiji AI at any time, with or without notice, and without liability of any kind; (ii) the Free Plan may be subject to limitations on features, functionality, data storage, and/or duration, and Keiji AI makes no commitment to retain or migrate any user data, content, or configurations entered, uploaded, or generated during the Free Plan period; (iii) you assume all risks arising out of your use of the Free Plan subscription, and Keiji AI shall have no liability for any direct, indirect, incidental, consequential, special, or exemplary damages of any kind, including, without limitation, loss of profits, revenues, data, or goodwill, even if advised of the possibility of such damages; and; (iv) continued access to the Services following expiration or termination of the Free Plan requires your payment for and compliance with a Paid Plan or other binding contract with Keiji AI. Your subscription to a Free Plan constitutes your acceptance of this disclaimer and these Terms.

5.5 User Responsibility Disclaimer. You are solely responsible for any decisions or actions you take based on information obtained from the Services. You acknowledge that use of the Services does not create any fiduciary relationship between you and Keiji AI or any of its affiliates.

6. User Content.

6.1 Acknowledgments. Keiji AI acknowledges and agrees that you retain all right, title, and interest in and to the User Content that you upload, submit, or integrate into the Services, and you are solely responsible for such User Content, including ensuring that (i) you possess all necessary rights, licenses, and permissions to provide and use it, and (ii) none of the User Content is unlawful, infringes the rights of any third party, or otherwise violates these Terms. Keiji AI does not claim any intellectual property rights in User Content and has no responsibility for verifying, maintaining, or ensuring the accuracy, availability, correctness, or timeliness of any User Content. You acknowledge that Keiji AI may, solely as necessary to operate, maintain, and provide the Services, process User Content under a limited, non-exclusive license granted by you for that purpose. Keiji AI may also create, use, and disclose Aggregated or De-identified Data derived from User Content for analytics, benchmarking, model improvement, and product safety, provided such data cannot reasonably be used to identify you or any individual, and Keiji AI will not attempt to re-identify such data. Keiji AI reserves the right, in its reasonable discretion, to restrict, limit, reject, or remove any User Content if it believes that the User Content or your use of it violates these Terms or

applicable law. Keiji AI is not responsible for any changes, additions, or deletions made by a User to their User Content.

6.2 User Content License. For the period which you maintain an active Subscription Plan, you expressly grant to Keiji AI a worldwide, non-exclusive, non-transferable, non-assignable (except as set forth in [Section 18.2](#)), royalty free license to access and use User Content, to provide and monitor the Services.

6.3 No Sensitive Data. You shall not integrate, upload, transmit, store, disclose, or otherwise make available through the Services any Sensitive Data relating to any person, and Keiji AI shall have no liability whatsoever for any Sensitive Data that is inadvertently or erroneously transmitted through the Services. For purposes of these Terms, “**Sensitive Data**” means any Personal Data (as defined below) that requires a heightened degree of protection under applicable law, including but not limited to Social Security numbers or other government-issued identification numbers; financial account numbers, credit or debit card numbers or CVVs; credit report information or other personal financial information; health or medical information; or any other data subject to international, Federal, State, or local laws or regulations requiring elevated data protection or privacy standards. Sensitive Data expressly includes Protected Health Information (“**PHI**”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). PHI may be processed through the Services only where the Parties have entered into a separate, written BAA and solely in accordance with the terms of that BAA. For purposes of these Terms, “**Personal Data**” means any information relating to an identified or identifiable individual, including any information deemed “Personal Information” or “Personal Data” under applicable data protection or privacy laws.

6.4 User Usage Data. You acknowledge and agree that Keiji AI may, directly or indirectly, collect and store information and data in connection with your use of the Services and about the equipment on which the Platform is accessed and used (“**User Usage Data**”) User Usage Data may be aggregated, anonymized, or de-identified before use or disclosure. Keiji AI may collect such information and data through means including, but not limited to, your access and use of the Services. Keiji AI may compile, use, reproduce, and disclose User Usage Data derived from or related to the use of the Services for product or service improvement, industry analysis, benchmarking, analytics, and other purposes consistent with our [Privacy Policy](#), as updated from time to time by Keiji AI, provided that such User Usage Data is aggregated, anonymized, de-identified, or is otherwise not reasonably associated or linked to you (or any other identifiable individual person or entity). Keiji AI retains all rights, title, and interest in and to such User Usage Data and the right to use User Usage Data will survive termination of these Terms.

6.5 Third Party Use. Keiji AI may access, use, and provide vetted third parties with access to and use of User Usage Data solely for the following purposes: (i) making the Services functional and usable for Users; (ii) improving the performance, security, and reliability of the Services; (iii) developing updates, enhancements, new versions, and additional Service offerings; and/or (iv) verifying a User’s compliance with these Terms and enforcing Keiji AI’s rights, including its Intellectual Property Rights. Keiji AI engages vetted service providers and processors (including cloud hosting, security, and analytics providers) to support the Services, and such processors operate pursuant to written agreements that restrict their use of data to providing services on Keiji AI’s behalf and expressly prohibit use for third-party advertising or marketing purposes.

7. Intellectual Property.

7.1 Ownership. Except for the limited right to access and use the Services under these Terms and pursuant to an active Subscription Plan, you acknowledge and agree that Keiji AI, or its licensors, as the case may be, have and will retain any and all rights, title, and interest in and to the Services, including, but not limited to, the features provided/available within the Platform, the Platform’s underlying software

and code, and all derivative works made by anyone based upon any of the foregoing, including all associated Intellectual Property Rights. Any updates and customizations and other modifications of the Platform (and all Intellectual Property Rights associated with the foregoing), will be owned exclusively by Keiji AI.

7.2 Feedback. If you provide Keiji AI with any feedback, comments, or suggestions regarding the Services or otherwise (collectively, “**Feedback**”), you grant Keiji AI a perpetual, worldwide, irrevocable, royalty-free license to use, reproduce, modify, distribute, and otherwise exploit such Feedback for any purpose, without restriction or obligation to you. To the extent any right, title, or interest in or to the Feedback does not vest automatically in Keiji AI, you irrevocably assign all such rights to Keiji AI.

8. Subscription Pricing and Payment.

8.1 Subscription Plan Payment Terms. Unless otherwise expressly stipulated by us in a separate and duly executed agreement with you, all Services are licensed (but not sold) to you and are offered on a recurring subscription basis via a Subscription Plan. By electing to license and use the Services under one of our Subscription Plans, you agree to pay the Subscription Fees (as defined below) pursuant to the Subscription Plan that you select and be subject to any limitations of such selected Subscription Plan set forth herein or via the Services.

8.2 Subscription Fees. You agree to pay us all fees (the “**Subscription Fees**”) for your access to, and use of, the Services associated with the Subscription Plan that you select and purchase from us, in accordance with the payment terms set forth in this Section 8. Our current fees are available on the pricing page of our Services, or through a personalized payment page that we send to you, attach to the Terms herein, or any other way in which we otherwise provide you with personalized access to such pricing terms (the “**Order Form**”). To the extent we provide other feature or services for which we charge a Subscription Fee that is not listed in the pricing terms set forth in the Order Form, we will provide you with notice of such additional Subscription Fees prior to providing with such feature or service (for example, by displaying the additional Subscription Fees to you on a personalized payment page; by displaying the additional Subscription Fees to you, for your review and acceptance, within your designated Account; or otherwise, by displaying the additional Subscription Fees at the time you are using such feature or service to which the additional Subscription Fees applies, and your use of such feature or service to which the additional Subscription Fees apply shall constitute your consent to such additional Subscription Fees).

8.3 Subscription Period. Each Subscription Plan that we offer shall be subject to a specific term for which such Subscription Plan will be in effect (the “**Subscription Period**”), and you will have the ability to select one or more Subscription Period options for your Subscription Plan, including a monthly or, as it may be offered, a yearly Subscription Plan. The Subscription Period for your Subscription Plan begins on the earlier of (i) the date on which we provide you with access to the Services or (iii) the Subscription Period commencement date set forth on the Order Form for your Subscription Plan that you accept (the “**Subscription Start Date**”). Upon conclusion of your Subscription Period then in effect, your Subscription Plan shall automatically renew for a subsequent Subscription Period equal in duration to the concluded Subscription Period, unless you elect to change, terminate, or non-renew your Subscription Plan, as provided in these Terms. We will automatically charge you the applicable Subscription Fee for the next Subscription Period upon each renewal, pursuant to the payment terms of your Subscription Plan.

8.4 Payment of Subscription Fees. Unless otherwise expressly stipulated by us on the Order Form or in a separate and duly-executed agreement with you, the Subscription Fees will be based upon the Subscription Plan that you select, and shall be due and payable on a monthly or, if offered, an annual basis, or on any other basis which we may offer from time to time. Each monthly or annual Subscription Fees payment shall be due in advance, initially on the Subscription Start Date, and subsequently on the same date each subsequent month or year while your Subscription Plan is in effect. We reserve the right to amend

or cancel the month-to-month or annual option, or any other option which we may provide from time to time, for our Subscription Plans at any time, in our sole discretion, provided that the foregoing changes will not take effect during your current Subscription Period.

8.5 Payment Card. To use the Services under an individual Subscription Plan, you must provide and maintain at all times a valid and current credit or debit card (a “*Payment Card*”) and associated billing information. Individual User Subscription Plans are billed via Stripe, and you expressly authorize Keiji AI to automatically charge your Payment Card for all Subscription Fees owed in connection with the Services and the selected Subscription Plan, without additional notice or action on your part. Enterprise Subscription Plans may be invoiced, with net payment terms specified on the applicable Order Form. Upgrades to a Subscription Plan are prorated, and fees paid for prepaid Subscription Periods are non-refundable except where required by law. Payments are processed by a third-party payment processor selected by Keiji AI from time to time, and such processing is subject to the processor’s applicable terms of service and privacy policy. Keiji AI does not store Payment Card information on its systems or servers.

8.6 Additional Payment Terms. Payment of all Subscription Fees are due in advance, unless otherwise noted in the applicable Order Form. We have no obligation to perform under these Terms during any period in which all applicable Subscription Fees due have not been paid in full.

8.7 Price Changes. Keiji AI may, in its sole discretion, amend its Subscription Fees and pricing structure for payment of Subscription Fees in connection with the Services and its Subscription Plans. All changes in Subscription Fees shall be communicated by Keiji AI to the User no less than thirty (30) days prior to the effective date of such change. Notwithstanding anything to the contrary herein, changes to Subscription Fees due will take effect only upon the renewal of a Subscription Period under a specific Subscription Plan.

8.8 Taxes Excluded. Our Subscription Fees, do not include, and we are not responsible for, (i) any additional fees, charges, or duties imposed on you by any third party due to your use of the Services, including, without limitation, any financial institution fees or processor or intermediary fees; or (ii) any taxes, levies, or duties or similar amounts related to the Subscription Fees or your use of Services. You are responsible for paying all of the foregoing. YOUR OBLIGATIONS TO PAY AMOUNTS DUE WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

8.9 No Refunds. No refunds of Subscription Fees will be provided for any reason, unless provided herein or specifically authorized by Keiji AI on a case by case basis and in its sole discretion. ALL AMOUNTS PAID BY YOU FOR SERVICES ARE FINAL AND NON-REFUNDABLE.

9. Privacy Policy. Please refer to our [Privacy Policy](#), as updated from time to time, for information about how we collect, use, and share your information. By using and providing information to or through the Services, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

10. Monitoring. We reserve the right to monitor the use by you of the Services, including any of your User Content inputted, uploaded, delivered, stored, transmitted, or otherwise made available via our Services. We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the Services or seeking other legal or equitable remedies, once we become aware of any violation of these Terms.

11. Termination; Effect of Termination; Suspension. These Terms become effective on the date on which you purchase a Subscription Plan to, register for, login to, access, use the Services, or otherwise

indicate your agreement to these Terms (whichever is earlier) and shall continue in full force and effect until terminated as set forth below.

11.1 Termination by Non-Renewal. You may elect to not renew your Subscription Plan to the Services by providing notice to us, in accordance with the Section 17 titled “Notices” hereof, or as may be available through the Services/your Account, at least twenty-four (24) hours prior to the conclusion of the Subscription Period then in effect (a “**Non-Renewal Termination**”).

11.2 Termination or Suspension by Us. Notwithstanding anything in these Terms to the contrary, we reserve the right to suspend our performance hereunder and/or suspend or limit your access to or use of Services, or to terminate these Terms, immediately and without any liability to you in the event of (i) a breach of these Terms by you (including failure to make any payment when due); (ii) any act or omission by you that (a) constitutes a violation of these Terms or (b) in our reasonable discretion, poses a risk of disruption or interference with any portion of the Services (or the security thereof) or with any other User’s use of the Services (or any portion thereof), or (c) constitutes (in our reasonable discretion) an unreasonable, excessive, or abusive use of the Services, our systems, or resources; or (iii) Keiji AI electing to dissolve its company for any reason or Keiji AI seeking to no longer provide certain offerings for any reason. Under no circumstances shall any termination of these Terms or suspension of your access to or use of the Services relieve you of your obligation to pay all amounts due or payable through the end of the then-current Subscription Period or otherwise accrued under these Terms.

11.3 Effect of Termination. Termination of these Terms for any reason also terminates all of your rights to access and use any and all Services. If you cancel your Subscription Plan for convenience before the end of the current Subscription Period, the fees for that Subscription Period are non-refundable and remain due.

11.4 SURVIVAL. ANY PROVISIONS OF THESE TERMS THAT ARE SPECIFICALLY STATED TO SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON (OR THAT, BY THEIR NATURE ARE INTENDED TO SURVIVE TERMINATION) WILL SURVIVE IN FULL FORCE AND EFFECT, AS WILL ANY PROVISIONS OF THESE TERMS THAT SERVE TO LIMIT OUR LIABILITY OR PROTECT OUR RIGHTS IN OUR INTELLECTUAL PROPERTY OR OTHER PROPERTY.

12. Indemnity. You will defend, indemnify and hold harmless us, our licensors, affiliates, subsidiaries, successors, assigns, and our and their equity holders, manager, directors, officers, employees, and agents (each individually an “**Indemnitee**” and collectively “**Indemnitees**”), to the fullest extent permissible under applicable law, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal and accounting fees) suffered by any Indemnitee arising from or in connection with any of the following (except to the extent caused by our own negligence or willful misconduct):

- (a) Your use of the Services or your breach or violation of any provision of these Terms;
- (b) Any of your User Content:
 - (i) under any law, rule or regulation that would treat us as the author, creator, publisher, promoter, offeror, importer, exporter, designer, manufacturer, distributor or seller of your User Content;
 - (ii) that your User Content (or the use of Your Data by any Indemnitee in accordance with these terms) infringes, violates or misappropriates any right of such third party or fails to

comply with any applicable third-party policies, terms and conditions and all applicable laws, rules and regulations; or

- (c) Any negligent, willful, purposeful, fraudulent, or unlawful acts or omissions by you.

All Indemnitees are expressly made third party beneficiaries of this Section 12. This Section 12 will survive the termination of these Terms for any reason.

13. Disclaimer of Warranties. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. EXCEPT FOR ENTERPRISE SUBSCRIPTION PLANS THAT EXPRESSLY INCLUDE SERVICE LEVELS SET FORTH IN A WRITTEN SERVICE LEVEL AGREEMENT (“*SLA*”) REFERENCED IN THE APPLICABLE ORDER FORM, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, KEIJI AI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES, INCLUDING ANY WARRANTIES AS TO COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE FROM HARMFUL COMPONENTS, OR MEET YOUR REQUIREMENTS OR EXPECTATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KEIJI AI DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS SECTION 13 WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON. IF YOU ACCESS OR USE THE SERVICES FROM OUTSIDE THE UNITED STATES OF AMERICA, YOU DO SO ON YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, RULES AND REGULATIONS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES SUFFICIENT FOR YOUR PURPOSES.

14. Disclaimer of Damages. IN NO EVENT WILL KEIJI AI , ITS AFFILIATES, OR ITS AND THEIR RESPECTIVE MEMBERS, MANAGERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF US, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF OURS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 14 WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

15. Limitation of Liability.

15.1 *Exclusions of Liability.* IN NO EVENT SHALL KEIJI AI , ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THEIR EQUITYHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU, OR ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL UNDER OR IN ANY WAY RELATING TO THESE TERMS OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OR

LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE.

15.2 Maximum Liability. THE MAXIMUM AGGREGATE LIABILITY OF KEIJI AI FOR ALL CLAIMS UNDER, IN CONNECTION WITH, OR ARISING OUT OF THIS TERMS OR THE SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE SUBSCRIPTION FEES RECEIVED BY KEIJI AI FROM YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Arbitration, Class-Action Waiver, and Jury Waiver.

16.1 Applicability of Arbitration Agreement. Both Parties agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis. For clarity, the phrase “all claims and disputes” also includes claims and disputes that arose between us before the effective date of these Terms. Notwithstanding arbitration, Keiji AI may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect Intellectual Property or Confidential Information. The arbitration hearing may be conducted remotely unless the Parties agree otherwise.

16.2 Initiating Arbitration. Before you commence arbitration of a claim, you must provide us with a written notice (a “*Notice of Dispute*”) that includes your name, residence address, username, email address or phone number you use for your Account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute should be sent to us by mail to Keiji AI LLC, ATTN: Arbitration Filing, 4730 University Way NE, Ste-104 #2136, Seattle, WA 98105. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Account, or by other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.

16.3 Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through American Arbitration Association (“AAA”) and will be governed by their commercial arbitration rules, which are then in effect. If AAA is not available to arbitrate, the Parties will select an alternative customary arbitral mechanism. The rules of the arbitral mechanism will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. The seat of arbitration shall be Seattle, WA. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the Party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.4 Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the Party initiating the arbitration. The arbitration will not involve any personal appearance by the Parties or witnesses unless the Parties mutually agree otherwise.

16.5 Authority of the Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and Keiji AI. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages, as well as attorney fees, and to

grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Keiji AI.

16.6 Waiver of Jury Trial. YOU AND KEIJI AI WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Keiji AI are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Keiji AI over whether to vacate or enforce an arbitration award, YOU AND KEIJI AI WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge.

16.7 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all claims and disputes will be resolved in a court as set forth in Section 18.1.

16.8 Right to Waive. Any rights and limitations set forth in this arbitration agreement may be waived by the Party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

16.9 Opt-out. You can opt out of this provision within thirty (30) days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your Account, and a clear statement that you want to opt out of this arbitration agreement, and you must send us an opt-out letter to the following address:

Keiji AI LLC
ATTN: Arbitration Filing
4730 University Way NE
Ste-104 #2136
Seattle, WA 98105
United States

16.10 Arbitration Agreement Survival. THIS ARBITRATION AGREEMENT WILL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS.

16.11 Enforcement of the Keiji AI's Intellectual Property. You acknowledge and agree that, in addition to or in lieu of arbitration pursuant to this Section 16, we may initiate a proceeding related to the enforcement or validity of our Intellectual Property Rights in any court of law or other forum having jurisdiction.

17. Notices. We may deliver any notice required or permitted hereunder (i) via a notice appearing in your Account or on the Services or (ii) via electronic mail to your contact information on record with us in your Account information, which notice will be deemed received by you when posted or transmitted by us. Where we permit notices to be given to us via a feature or functionality of the Services (for example, changes to your Account or billing information), you may give such notice through such feature or functionality and it will be deemed effective upon actual receipt by us, but only to the extent the notice is

of a type for which the feature or functionality is intended to convey (for example, using your Account page to update your contact information). Otherwise, all notices to us under these Terms must be delivered in writing in hard-copy (paper) to us by (i) personal delivery by hand, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) reputable national or international mail courier with proof of delivery, or (v) our Keiji AI e-mail address with confirmation of receipt by Keiji AI . Our current mailing address and e-mail address is:

Keiji AI LLC
Attn: Terms Notices
4730 University Way NE
Ste-104 #2136
Seattle, WA 98105
United States

We may change our notice addresses by updating these Terms or by listing a new address on the applicable Services. You are responsible for making sure that you are sending notices to our most current address. Notices given to our address will be deemed effective upon the first normal business day (non-weekend/non-holiday) following actual receipt by us at such address. **THIS SECTION 17 WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.**

18. Miscellaneous. This Section 18 and its subsections will survive termination of these Terms for any reason.

18.1 *Governing Law.* The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of State of Washington without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

18.2 *Assignment.* These Terms are binding upon and inure to the benefit of the permitted successors and assigns of each party. You may not assign, subcontract, delegate or otherwise convey these Terms, or any of its rights and obligations hereunder. Notwithstanding anything to the contrary in these Terms, we may assign, transfer, and delegate this agreement (these Terms) and its obligations hereunder at any time, in its sole discretion.

18.3 *Severability.* If any provision of these Terms is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provision in every other respect and the remaining provisions of these Terms will be unimpaired and these Terms will continue in full force and effect, unless the provisions held invalid, illegal, or unenforceable will substantially impair the benefits of the remaining provisions hereof.

18.4 *Waiver.* The failure of either Party to insist upon strict performance or to seek remedy for breach of any term of these Terms, or to exercise any right, remedy or election herein or permitted by law or equity, will not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy, or election. Any consent, waiver, or approval by either Party of any act or matter will not be effective unless made in writing and signed by an authorized representative of the consenting, waiving, or approving Party.

18.5 *Force Majeure.* We will not be responsible or liable to you or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder (including the temporary unavailability or inaccessibility of the Services) where such failure is the result of Force Majeure. As defined herein, “**Force Majeure**” means any (a) acts of God, flood, fire, wind, storm, drought, earthquake, or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil

commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination, or sonic boom; (e) any law or any action taken by a government or public authority; (f) collapse of building, breakdown of plant or machinery, fire, explosion, or accident; (g) any labor or trade dispute, materials or transport, strike, industrial action or lockout; (h) interruption or failure of utility service; or (i) or any other cause, whether similar or dissimilar to those enumerated, that is beyond our reasonable control and without our fault or negligence.

18.6 Export Control; Sanctions; Local Law Compliance. You acknowledge and agree that the Services, related software, technology, and technical data may be subject to export control and sanctions laws and regulations of the United States and other applicable jurisdictions, including without limitation the U.S. Export Administration Regulations (“**EAR**”), regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), and applicable international trade laws (collectively, “**Export Controls**”). You represent and warrant that you are not (i) located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions or other applicable trade embargoes, (ii) identified on any U.S. or non-U.S. government list of restricted or denied parties, or (iii) acting on behalf of, or for the benefit of, any such person or entity. You agree not to access, use, export, re-export, transfer, or release the Services or any related technology in violation of Export Controls or applicable sanctions laws. You are solely responsible for understanding and complying with all laws, rules, and regulations applicable to your use of the Services, including without limitation local, national, and international data protection, privacy, security, research, healthcare, clinical trial, and export laws. The Services may be accessed and used in multiple jurisdictions, and you are responsible for ensuring that your use of the Services complies with the laws of each jurisdiction applicable to you, including any data localization or cross-border transfer requirements. Keiji AI makes no representation that the Services are appropriate or available for use in any particular jurisdiction. We reserve the right to restrict or suspend access to the Services in any jurisdiction or to any user where providing the Services would violate applicable law or create legal or regulatory risk for Keiji AI.

18.7 Entire Agreement; Order of Precedence. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the Parties regarding the Services. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

[End of Terms of Service]