

OPUS
Enterprise Terms and Conditions

Version: 1

Effective date: 4 June 2025

These terms and conditions form a binding agreement between you (“**Client**”) and us (“**AppliedAI**”) regarding your use of the platform provided on opus.com (the “**Opus Platform**”).

1. PLATFORM TERMS OF USE

- 1.1. Master Account. The Client agrees to register for and maintain an active user account on the Opus Platform (“**Master Account**”).
- 1.2. User Accounts. AppliedAI will generate “**User Accounts**” on the Opus Platform for the Client upon request. Each User Account shall have the ability to make job requests via user interfaces and/or API methods and consume the Subscriber’s Opus Manhours accordingly. The Client responsible for ensuring User Accounts provisioned for it (“**Users**”) comply with the Opus Platform terms of use set forth herein and shall be liable for breaches committed by any User.
- 1.3. User prohibitions. Users must not:
 - 1.3.1. systematically retrieve data or other content from the Opus Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from AppliedAI;
 - 1.3.2. circumvent, disable, or otherwise interfere with security-related features of the Opus Platform;
 - 1.3.3. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Opus Platform;
 - 1.3.4. attempt to bypass any measures of the Opus Platform designed to prevent or restrict access to the Opus Platform (or any part thereof);
 - 1.3.5. copy or adapt the Opus Platform’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;

- 1.3.6. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive uploading or spamming (continuous posting of data), that interferes with any party's uninterrupted use and enjoyment of the Opus Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Opus Platform;
 - 1.3.7. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); or
 - 1.3.8. use the Opus Platform for an unlawful purpose or otherwise in a manner inconsistent with any applicable laws or regulations.
- 1.4. Outputs. The Client's usage of the Opus Platform to complete Jobs shall generate "**Outputs**" based upon the data uploaded by the Client to the Opus Platform, which may be accessed or downloaded by Users via the Opus Platform. Subject to the Client's compliance with the terms of this Agreement, AppliedAI assigns to it all right, title, and interest in and to Outputs. The Client acknowledges and agrees that it is solely responsible for your use of the Outputs and in no circumstances shall AppliedAI be liable to either it or any third party for your use of the Outputs. The Client hereby indemnifies AppliedAI for any claims asserted by you or third parties to the contrary.
 - 1.5. Modifications to Opus Platform. AppliedAI may change or vary the Opus Platform, or the terms on which it is offered, at its sole discretion upon reasonable notice. The Client's continued use of the Opus Platform following receipt of notification of the updates to the Opus Platform and/or associated terms shall constitute its acceptance of the modified Opus Platform and/or terms.
 - 1.6. Affiliates and subcontractors. AppliedAI may utilize the services of entities under common ownership or control with it ("**Affiliates**"), together with subcontractors, in delivering the Opus Platform and performing Jobs.

2. LIABILITY PROVISIONS

- 2.1. Disclaimer. AppliedAI's provision of the Opus Platform is on an "as-is, as-available" basis. To the maximum extent permitted by law, AppliedAI expressly disclaims any and all warranties, whether express or implied, in relation to the Opus Platform, including without limitation any warranties as to merchantability or fitness for a particular purpose (whether or not said purpose was made known by the Client to AppliedAI). AppliedAI does not warrant that provision of the Opus Platform will be uninterrupted, timely, error-free, or virus-free, nor does it make any warranty as to the results that may be obtained from use of the Opus Platform. Client understands and agrees that AppliedAI shall have no liability whatsoever for any loss, damage, or inconvenience caused by its inability to access or use the Opus Platform during any downtime or discontinuance of the Opus Platform.
- 2.2. Limitation of liability. Notwithstanding anything to the contrary contained herein, and to the maximum extent permitted by law, AppliedAI's liability to the Client for any cause whatsoever and regardless of the form of the action, will at all times be limited to the aggregate amount which has been paid by the Client to AppliedAI within the six-month period immediately preceding the cause of action arising.
- 2.3. No special damages. Neither Party shall be liable to the other for any special or punitive damages of any kind or nature, irrespective of whether such liability is capable of being claimed pursuant to applicable laws.
- 2.4. Application. The limitations of this section shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the Parties have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

3. INTELLECTUAL PROPERTY

- 3.1. Unless otherwise indicated, the Opus Platform is AppliedAI's proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Opus Platform (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by AppliedAI or licensed to AppliedAI, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

- 3.2. For the duration of this Agreement, the Client and each User are granted a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided through the Opus Platform. This license has the sole purpose of enabling you to use and enjoy the benefit of the Opus Platform as provided by AppliedAI, in the manner permitted by this Agreement. The Client is otherwise not granted any right or title to the Content and the Marks.
- 3.3. The Content and the Marks are provided on the Opus Platform “as-is” for information and personal use only. Except as expressly provided for or contemplated by in this Agreement, no part of the Opus Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 3.4. AppliedAI exclusively owns all right, title and interest in and to all intellectual property developed or created by it in relation to the Opus Platform (“**Opus IP**”) and nothing in this Agreement shall be taken to give the Client any rights to the Opus IP other than the limited license expressly set out in this section 7. To the extent any ownership interest in any Opus IP vests in the Client, the Client agrees to assign and hereby does assign all such right, title and interest to AppliedAI. The Parties each expressly retain ownership of any intellectual property developed by such Party prior to or outside the terms of this Agreement.

4. DATA RIGHTS

- 4.1. Status of User Data. In respect of all data Users are required or permitted to upload onto the Opus Platform, including any training data, (“**User Data**”), the Client hereby:
 - 4.1.1. represents and warrants that it is lawfully entitled to possess the User Data to share the User Data with AppliedAI by uploading the User Data to the Opus Platform, and further that its doing so shall not contravene the rights of any third party (including but not limited to those based in contract, copyright or other intellectual property law, and applicable privacy laws); and
 - 4.1.2. indemnify AppliedAI (and its affiliated entities and its and their respective directors, officers, agents, and employees) from and against any loss, damage,

liability, claim, or demand, including attorneys' fees and expenses, arising from any breach of the abovementioned warranty.

4.2. Data Licence.

4.2.1. In consideration for AppliedAI's provision of the Opus Platform to the Client, and subject to any data processing agreement or business associate agreement in force between the Parties, the Client grants AppliedAI an irrevocable, royalty-free, sublicensable and perpetual license to retain, modify, use, and make copies of the User Data solely for the purposes of improving Opus Platform functionality (the "**Data Licence**").

4.2.2. Under no circumstances shall the Client be entitled to any additional consideration for the Data Licence, even if AppliedAI's use of the Data License results in the Opus Platform of any part thereof being deemed by a court of competent jurisdiction as a "derivative work" of the User Data. The Client hereby indemnifies, releases, and holds AppliedAI (and its affiliated entities and its and their respective directors, officers, agents, and employees) harmless from and against any loss, damage, liability, claim, or demand, including attorneys' fees and expenses, arising from any claims asserted to the contrary.

4.3. Data Protection. Each Party agrees that in the performance of their respective obligations under this Agreement they shall comply with applicable data protection laws. Should the Use Case require the processing of regulated personal data by either Party on behalf of the other, the Parties shall enter into a separate data processing agreement which shall be supplementary to this Agreement and incorporated by reference.

5. **CONFIDENTIALITY**

5.1. Each Party (being a "**Receiving Party**") acknowledges that during the term of this Agreement it may have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the other Party (being the "**Disclosing Party**") that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that

the Disclosing Party treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, "**Confidential Information**").

- 5.2. In addition, each Receiving Party acknowledges that:
 - 5.2.1. the Disclosing Party has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information;
 - 5.2.2. the Confidential Information provides the Disclosing Party with a competitive advantage over others in the marketplace; and
 - 5.2.3. the Disclosing Party would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public.

- 5.3. Without limiting the applicability of any other agreement to which any Party is subject, each Party shall, and shall cause its Representatives to, keep confidential and not, directly or indirectly, disclose or use (other than in connection with the performance of this Agreement), including use for personal, commercial, or proprietary advantage or profit, either during the term of this Agreement or thereafter, any Confidential Information of which such Party is or becomes aware. Each Party in possession of Confidential Information shall, and shall cause its Representatives to, take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

- 5.4. Nothing contained in this clause shall prevent any Receiving Party from disclosing Confidential Information:
 - 5.4.1. upon the order of any court or administrative agency;
 - 5.4.2. upon the request or demand of any regulatory agency or authority having jurisdiction over such Receiving Party;
 - 5.4.3. to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests;
 - 5.4.4. to the extent necessary in connection with the exercise of any remedy hereunder;
 - 5.4.5. to such Receiving Party's and its Affiliates' directors, officers, employees, contractors, and professional advisors (collectively, "**Representatives**") who, in the reasonable judgment of the Receiving Party, need to know such Confidential Information and agree to be bound by the provisions of this clause as if a Party;

provided, that in the case of clauses 9.4.1 - 9.4.3, such Receiving Party shall (to the extent legally permissible) notify the relevant Disclosing Party of the proposed disclosure as far in advance of such disclosure as practicable and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Disclosing Party, when and if available.

6. REPRESENTATIONS AND WARRANTIES

6.1. Each Party represents and warrants to the other Party that:

- 6.1.1. it is an entity duly formed, validly existing and in good standing under the laws of the jurisdiction in which it is established;
- 6.1.2. it has all corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby;
- 6.1.3. the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action;
- 6.1.4. this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, require no action by or in respect of, or filing with, any Governmental Authority by or with respect to such Party; and
- 6.1.5. the execution, delivery, and performance by such Party of this Agreement and the consummation of the transactions contemplated hereby do not (i) conflict with or result in any violation or breach of any provision of any organizational documents of such Party, (ii) conflict with or result in any violation or breach of any provision of any applicable law, or (iii) require any consent or other action by any person

under any provision of any material agreement or other instrument to which such Party is a party or otherwise bound.

- 6.2. Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

7. DISPUTE RESOLUTION

- 7.1. Each Party shall each appoint up to two representatives (each being a “**Nominated Person**”), to coordinate said Party’s performance of its obligations under this Agreement.
- 7.2. In the event of a dispute relating to the Project or otherwise arising out of or in connection with this Agreement (a “**Dispute**”) that the Nominated Persons are unable to resolve within 10 calendar days, each Party must nominate a senior officer, each of which shall be a “**Nominated Officer**” and shall utilize their respective best endeavours to resolve the Dispute within a further 10 calendar days (the “**IDR Period**”).
- 7.3. If the Dispute cannot be resolved to the Parties’ mutual satisfaction within the IDR Period, then either Party may deliver to the other Party a written notice along with reasonable supporting detail (a “**Dispute Notice**”) with respect to such Dispute and the Parties shall negotiate in good faith to resolve any such Dispute, and any resolution agreed to in writing by the Parties shall be final and binding upon the Parties.
- 7.4. If the Dispute cannot be resolved to the Parties’ mutual satisfaction within 30 calendar days of issuance of the Dispute Notice, the Dispute shall be submitted to mediation administered by the International Centre for Dispute Resolution pursuant to its International Dispute Resolution Procedures. Such mediation shall be conducted in English, in the Abu Dhabi Global Market.
- 7.5. Any Dispute that cannot be resolved following mediation shall be submitted to arbitration administered by the International Centre for Dispute Resolution pursuant to its International Dispute Resolution Procedures. The arbitration shall be conducted in English, in the Abu Dhabi Global Market, before a single arbitrator. The Parties agree to keep the existence and outcome of such mediation and/or arbitration confidential.

8. MISCELLANEOUS

- 8.1. Interpretation. In this Agreement the following rules of interpretation apply unless the contrary intention appears:
- 8.1.1. headings are for convenience only and do not affect the interpretation of this Agreement;
 - 8.1.2. the singular includes the plural and vice versa;
 - 8.1.3. words that are gender neutral or gender specific include each gender;
 - 8.1.4. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - 8.1.5. the words "such as", "including", "particularly" and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
 - 8.1.6. a reference to:
 - 8.1.6.1. "writing" or "written" includes email;
 - 8.1.6.2. a Party includes its agents, successors and permitted assigns; and
 - 8.1.6.3. a document includes all amendments or supplements to that document;
 - 8.1.7. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it;
 - 8.1.8. a reference to "\$", "US\$", or "USD" is a reference to United States Dollars; and
 - 8.1.9. a reference to "EUR" is a reference to European Union Euros.
- 8.2. Governing law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Abu Dhabi Global Market without giving effect to any choice or conflict of law, provision or rule (whether of the Abu Dhabi Global Market or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Abu Dhabi Global Market.
- 8.3. Further assurances. Each of the Parties shall execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.
- 8.4. Entire agreement. This Agreement and the documents referred to herein constitute the entire agreement among the Parties, and this Agreement supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to the subject matter hereof.

- 8.5. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 8.6. Successors and assigns. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
- 8.7. No third-party beneficiaries. Except as expressly provided for by the terms of this Agreement, this Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein shall confer by implication any legal or equitable right, benefit, or remedy of any nature whatsoever upon any person which is not a Party or a successor or permitted assignee of a Party to this Agreement.
- 8.8. Amendment and waivers. Any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), in each case only by written agreement duly executed by the Parties.
- 8.9. Relationship between the Parties. In performing their respective obligations under this Agreement, each Party shall be an independent contractor and neither Party shall be deemed to be an agent, partner or co-venturer of the other due to the terms and provisions of this Agreement.
- 8.10. Notices. Any notice required or permitted by this Agreement shall be in writing and may be delivered by hand, or sent by prepaid registered mail, or by email, to the address (or email address) of the relevant Party as set forth in the Order Form or otherwise notified in writing by such Party to the other Party from time to time). Notice shall be deemed delivered: (a) if delivered personally, at the time of delivery; (b) if delivered by prepaid

registered mail, upon the date of delivery as evidenced by the proof of delivery; or (c) if delivered by email, at the time of transmission (save if the sender receives an automated delivery failure message).