

CYPRESS AI — TERMS AND CONDITIONS

Last updated: 5 August 2026 Effective for accounts created or renewed on or after: 5 August 2026

Cypress AI Holdings, Inc., a Delaware corporation with its principal office at 303 42nd Street, Manhattan Beach, CA 90266, USA (“**Cypress**”, “**we**”, “**us**”) provides an internet-based software application that enables authorized users to upload, organize, analyze, and generate draft responses to RFPs and similar solicitation documents (the “**Services**”).

1. Acceptance and Formation of This Agreement

1.1 How you accept. You accept these Terms and Conditions (the “**Terms**”) by any of the following, whichever occurs first: (a) clicking “I agree,” “Sign up,” “Subscribe,” or a similar control; (b) executing an Order Form that references these Terms; (c) accessing or using the Services; or (d) permitting any Authorized User to do so.

1.2 Who is bound. If you accept on behalf of a company or other legal entity, “**you**” and “**Customer**” mean that entity, and you represent that you have authority to bind it. If you have no such authority, do not accept and do not use the Services.

1.3 Eligibility. You must be at least 18 years old and legally capable of forming a binding contract. The Services are offered for business use only and are not directed to consumers or to children.

1.4 Precedence — signed agreements control. If you and Cypress have executed a Master Services Agreement, that MSA governs your use of the Services and **supersedes these Terms in their entirety** for the term of that MSA. These Terms apply only where no executed MSA is in effect. Where an Order Form and these Terms conflict, the Order Form controls **only** as to the commercial terms it expressly states (fees, term, seat count).

2. Definitions

Capitalized terms have the meanings below; terms defined elsewhere in these Terms have the meanings given there.

Term	Meaning
Affiliate	Any person that controls, is controlled by, or is under common control with a party, where “control” means the direct or indirect power to direct the management and policies of that person, whether through voting securities, contract, or otherwise.
Authorized User	You, your Affiliates, and their respective employees permitted by Cypress to access and use the Services. Authorized Users must provide their full legal name, a valid email address, and any other information Cypress reasonably requests.
Confidential Information	All non-public data and information in any form disclosed by either party to the other, including: Customer Content; all data and information concerning Cypress’s software programs and services (including source code, specifications, flow charts, computer codes, and documentation); all data and information relating to Cypress’s finances, business operations, customers, customer products, business plans and opportunities, market research, research, development, know-how, trade secrets, ideas, and intellectual property; the terms of these Terms and any Order Form; and the Services.
Customer Content	All information and materials you or your Authorized Users input into the Services, or provide to Cypress to input into the Services, and all outputs generated from them.
Documentation	Cypress’s then-current help documentation, user guides, and published specifications for the Services.
Fees	All amounts due and payable to Cypress, including Subscription Fees and any Consulting Fees.
Force Majeure	An act of God, action of the elements, fire, labour disturbances, telecommunications interruption or failure, shortage of labour, material, or supplies, war, invasion, civil unrest, enactment of legislation or issuance of governmental orders or regulations, or other casualty or cause, whether similar or dissimilar, beyond either party’s control.
Order Form	The online checkout, plan selection, or written ordering document by which you subscribe, specifying plan, Subscription Fees, seat count, Subscription Term, and any Trial Period.
Renewal Term	Each successive period following the Initial Subscription Term or any prior Renewal Term.

Term	Meaning
Software	The internet-based software application owned by Cypress and made available to you under the applicable Order Form as part of the Services.
Subscription Fees	The subscription fees set forth in the applicable Order Form.
Subscription Term	The period during which you are authorized to access and use the Services, as set forth in the applicable Order Form, including the Initial Subscription Term and any Renewal Terms.
Supported Browser	Any internet browser as determined from time to time by Cypress in its reasonable discretion.
Trial Period	The complimentary trial period, if any, expressly set forth in the Order Form. If the Order Form does not specify a Trial Period, no Trial Period applies.

3. The Services

3.1 Provision. During the Subscription Term, Cypress will provide the Services to you in accordance with these Terms. The Services consist of:

- access to Cypress’s cloud-based web application configured to enable Authorized Users to upload, organize, analyze, and generate draft responses to RFPs and similar solicitation documents using Cypress’s proprietary workflows, user interfaces, and automation features, as made generally available to Cypress subscribers during the Subscription Term;
- standard product support via help documentation;
- regular product updates and maintenance; and
- standard technical support, provided through one or more support channels as determined by Cypress in its sole discretion, which may include in-application ticketing, email, collaboration platforms, messaging tools, or other communication methods. Support covers service availability issues, defect reports, and general usage questions related to the Services.

All of the foregoing is provided at no charge beyond the Subscription Fees. Any additional services beyond the standard subscription — technical assistance, software consulting, custom development, implementation, training (“**Consulting Services**”) — must be contracted separately through a mutually executed Statement of Work and will be billed at Cypress’s then-current consulting rates.

3.2 Maintenance. During the Subscription Term, Cypress will maintain the Software in functional condition to perform the Services described in Section 3.1.

3.3 Modifications by Cypress. In the interests of improving the Software and Services for its general customer base, Cypress may make modifications to the Services or Software in its sole discretion, **so long as such modifications do not materially degrade the functionality of the Software or Services.** Such modifications may occur at any time, with or without notice, and may modify or discontinue, temporarily or permanently, one or more features. Improvements and modifications made generally available to all subscribing customers will be made available to you at no additional charge.

3.4 Suspension for maintenance. Cypress may temporarily suspend the Services for maintenance, repairs, patching, or installation of upgrades, on reasonable notice prior to any such suspension, or without notice where done for an urgent reason to protect Cypress, you, or any other customer.

3.5 Availability commitment. Cypress does not guarantee uninterrupted availability of the Services and disclaims any implied service level commitments. Service credits are not offered for minor downtime. However, if the Services are unavailable, through no fault of yours and other than due to scheduled maintenance for which Cypress gave at least 48 hours' prior written notice, for:

- more than **20 hours in any given calendar month;** or
- more than **4 hours in any 2 of 4 consecutive calendar months,**

then you may (i) request a pro-rata refund of prepaid, unused Fees, and (ii) terminate for cause without penalty or liability.

3.6 Access requirements. You acknowledge that the Services can be accessed solely through an internet browser that has successfully installed the Supported Browser, from a personal computer or laptop computer; that no license is granted to you in any underlying software used by Cypress or any third-party service provider as part of the servers providing the Services; and that Cypress is in no way responsible or liable for the provision or cost of the Supported Browser, of internet connectivity, or of any related hardware or software, or for the ability or inability of such connections to function or perform.

4. Accounts, Authorized Users, and Administrators

4.1 Authorized Users only. Cypress will permit access to and use of the Services only by you, your Affiliates, and their employees.

4.2 Administrator. You must designate an Authorized User as administrator for the Subscription Term. You may have multiple Authorized Users; the administrator manages the list of active Authorized Users and may deactivate any Authorized User to terminate that person's access.

4.3 Credentials. Each Authorized User must use a unique identifier (e.g., an email address) (a "Username") and password. A Username may be used only by the Authorized User to whom it is assigned and must not be shared with or used by any other person, including other Authorized Users. You and your Authorized Users are responsible for protecting the security of Usernames, passwords, and any other access codes, and for the

accuracy and adequacy of information provided to Cypress. You must implement policies and procedures to prevent unauthorized use of Usernames and passwords, and must **promptly notify Cypress upon suspicion that a Username has been lost, stolen, compromised, or misused.**

4.4 You are responsible for your users. You are responsible for all Authorized Users. These Terms are construed to apply to all Authorized Users, and you are liable for any breach of these Terms by an Authorized User.

4.5 End User Agreement. Cypress may require each Authorized User to accept the Cypress End User Agreement as a condition of access. The End User Agreement governs that individual's own conduct and does not reduce, replace, or vary your obligations or Cypress's obligations under these Terms. In any conflict between these Terms and the End User Agreement **as to the rights and obligations between you and Cypress**, these Terms control.

5. Acceptable Use

5.1 Restrictions. You will not, and will not permit any Authorized User or third party to:

- a. resell, license, rent, lease, transfer, or assign (or attempt any of the foregoing) the rights granted in relation to the Services, in whole or in part, to any third party;
- b. transmit to, or permit, any third party to use or gain access to the Services;
- c. modify, alter, adapt, change, reverse engineer, or tamper with any source code of the Software, or merge it with another software program or material to create an updated original work, create derivative works, or modify another software application or website so as to falsely imply association with the Software, Cypress, or any other Cypress software or service;
- d. download, store, reproduce, transmit, display, copy, distribute, commercially exploit, or use the Services or any portion of them other than as expressly permitted;
- e. use or access the Software or Services:
 - in any manner that may infringe intellectual property rights;
 - in any manner that is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or in violation of these Terms;
 - to upload, post, host, or transmit unsolicited bulk email ("Spam"), SMS messages, viruses, self-replicating computer programs ("Worms"), or any code of a destructive or malicious nature; or
 - in any manner that would contravene any laws of the United States of America, Canada, or any other applicable jurisdiction;
- f. access or use the Services via mechanical, programmatic, robotic, scripted, or any other automated means not provided as part of the Services, unless permitted by Cypress in writing;

- g. use the Services, or any output of the Services, to develop, train, or improve any machine learning model, large language model, or competing product, or to benchmark the Services for publication without Cypress's prior written consent;
- h. circumvent or attempt to circumvent any usage limit, seat limit, rate limit, access control, or security feature of the Services;
- i. submit to the Services any classified or export-controlled information, protected health information, payment card data, government-issued identification numbers, or other categories of regulated data, unless Cypress has agreed in writing to receive them.

5.2 Enforcement. Cypress reserves the right to delete, move, or edit Customer Content that it, in its reasonable discretion, deems abusive, defamatory, in violation of law or of the intellectual property rights of Cypress or any third party, or otherwise unacceptable.

6. Subscription Term, Renewal, and Cancellation

6.1 Term. The Subscription Term begins on the date stated in the Order Form and continues for the Initial Subscription Term stated there.

6.2 Automatic renewal. Unless either party gives written notice of non-renewal **at least 30 days before the end of the then-current term**, the subscription automatically renews for successive Renewal Terms of the same length as the Initial Subscription Term, at Cypress's then-current rates subject to Section 7.6.

6.3 Cancellation. You may cancel by giving written notice, or by using the in-product cancellation control if one is provided, at least 30 days before the end of the then-current term. Cancellation takes effect at the end of the then-current term. **No refund is due for the unexpired portion of a term you cancel**, except as expressly provided in Sections 3.5 and 6.6.

6.4 Termination during a Trial Period. During any Trial Period, either party may terminate immediately upon written notice.

6.5 Termination for cause by either party. Either party may terminate, effective on written notice, if the other materially breaches these Terms and the breach remains uncured 30 days after the non-breaching party gives written notice of it.

6.6 Refund on Cypress's breach. If you terminate under Section 6.5 because of Cypress's uncured material breach, Cypress will refund prepaid Subscription Fees for the remainder of the then-current Subscription Term, prorated from the effective date of termination.

6.7 Immediate termination by Cypress. Cypress may terminate immediately for cause if: (i) you breach Section 5 (Acceptable Use), Section 4.3 (Credentials), or Section 9 (Confidentiality); (ii) you fail to pay Fees within 30 days of written notice; or (iii) your use of the Services creates security or legal risks to Cypress. **No refund will be provided for termination under this Section 6.7.**

6.8 Retrieval of Customer Content. Following the end of the Subscription Term, you have **30 days** to retrieve Customer Content from the Services. On your written request, Cypress will return or destroy Customer Content. Partial or complete deletion of Customer Content may affect the performance of the Services.

6.9 Survival. Sections 2, 5, 7 (as to amounts accrued), 8, 9, 10, 11, 12, 13, and 15 survive termination or expiration.

7. Fees, Billing, and Taxes

7.1 Fees. You will pay the Fees stated in the Order Form. If a Trial Period is specified, no Fees are due during the Trial Period; Fees begin on its expiration.

7.2 Billing. All Fees are payable **in advance**, at Cypress's option, either:

- a. on the dates set forth in invoices issued by Cypress, on payment terms of **no less than 30 days from the date of issuance**; or
- b. where you provide payment card or bank account details, by automatic charge to that payment method on the invoice date or at any time after — including, for self-serve subscriptions, an **automatic recurring charge on each renewal date**. You authorize Cypress and its payment processor to store and charge your payment method for all Fees, and you agree to keep your payment details current.

7.3 Currency. Unless expressly stated otherwise in these Terms or the relevant invoice, all Fees are in United States Dollars (USD).

7.4 Late payment. At Cypress's option, Cypress may assess a late payment fee equal to **two percent (2%) of the unpaid amount for each succeeding 30-day period** or portion of one in which payment is not received when due.

7.5 Disputes and adjustments. You must promptly and carefully review statements and invoices. If you believe an adjustment is needed, or have questions about any statement or report, you must notify Cypress in writing **within 45 days** after the invoice or report is received. If you do not, Cypress is not required to investigate or make any related adjustment, absent Cypress's wilful misconduct. If you notify Cypress after that period, Cypress may investigate at your cost in its sole discretion but will have no liability to make any adjustment absent its wilful misconduct.

7.6 Price changes. Cypress may increase the Fees for any Renewal Term by giving you notice **at least 30 days before the start of that Renewal Term**. If you do not accept the increase, your remedy is to give notice of non-renewal under Section 6.2.

7.7 Suspension for non-payment. Cypress may suspend the Services if it has not received payment when due and you do not pay within **15 days of receiving notice of pending suspension**.

7.8 Taxes. All Fees are exclusive of any taxes, assessments, or duties assessed on the Software, Services, or any licenses — including sales, use, excise, value added, personal property, electronic/internet commerce, export, import, and withholding taxes — but excluding taxes based on Cypress’s income. You will pay any such taxes assessed against you, including all taxes arising out of transactions you complete using the Services, and will promptly reimburse Cypress for any such taxes payable or collectable by Cypress. If withholding tax is payable on any sums due to Cypress, you will gross up the payment so that the net amount Cypress receives equals the amount originally due.

7.9 No refunds. No refunds or credits are issued for any non-use or partial use of the Services for any reason, other than as expressly provided in Sections 3.5 and 6.6.

8. Customer Content, Intellectual Property, and Artificial Intelligence

8.1 You own your content — inputs and outputs. As between the parties, **you retain all right, title, and interest, including all intellectual property rights, in and to Customer Content**, including inputs you submit and outputs the Services generate from them, and including any copyrights, patents, utility models, trademarks, service marks, design rights (registered or unregistered), database rights, proprietary information rights, and all other proprietary rights (together, “**Intellectual Property Rights**”).

8.2 Cypress’s limited license. You grant Cypress a limited, non-exclusive, non-transferable, fully paid-up, royalty-free, and revocable license to use Customer Content **solely to provide and support the Services, and for no other purpose**. Cypress acquires no ownership interest in Customer Content.

8.3 Telemetry. Cypress retains the right to use Customer Content internally **solely for telemetrics on the platform**, to enhance and improve platform usage format and functionality. “Telemetrics” means data relating to usage and navigation of the platform. No Customer Content may be disclosed or otherwise used in violation of these Terms.

8.4 No training on your content. Except with your prior approval or as expressly permitted in these Terms, **Cypress will not use Customer Content to modify the Services or Software, including to train artificial intelligence models or algorithms**. Cypress may update prompts and model weighting based on your instructions. **Cypress will not use Customer Content to train models for other Cypress customers.**

8.5 No sale or sharing. Cypress will treat Customer Content as Confidential Information and will implement appropriate administrative, physical, and technical safeguards to protect it from unauthorized access, use, or disclosure, in accordance with applicable data protection laws and industry standards. Cypress will not (i) sell, rent, or share Customer Content with any third party without your written consent, or (ii) use Customer Content for analytics, marketing, or product development purposes, unless expressly authorized by you in writing.

8.6 Cypress owns the Services. All Intellectual Property Rights in and to the Services, including the Software, are the sole property of Cypress. Any modifications or custom programming made in connection with the Services by or on behalf of Cypress, and know-how Cypress acquires in providing the Services,

remain the sole property of Cypress. You obtain no Intellectual Property Rights in the Software or Services except the rights of access and use granted here. Deliverables resulting from the Services are your property or are licensed exclusively to you for your internal use.

8.7 Responsibility for Customer Content. Cypress is not responsible or liable for Customer Content, including for obtaining any necessary rights or consents with respect to it — provided that this does not limit Cypress's obligations with respect to Customer Content stated in these Terms.

8.8 Nature of AI output. The Services use artificial intelligence and machine learning to generate draft text. You acknowledge that:

- output is **probabilistic and may be inaccurate, incomplete, outdated, or non-responsive** to the underlying solicitation;
- identical or similar inputs from different customers may produce **similar outputs**, and output is therefore not guaranteed to be unique;
- **you are solely responsible for reviewing, verifying, and approving any output before relying on it, submitting it to a procuring authority, or otherwise using it;** and
- output is not legal, financial, tax, procurement-compliance, or professional advice.

8.9 Feedback. You and your Authorized Users may provide feedback to Cypress, including through feedback or bug-alert controls in the Services. Cypress does not warrant or guarantee that feedback will be incorporated into the Services, and where feedback is incorporated, you have no right or title to the resulting modifications to the Services.

9. Confidentiality

9.1 Scope. In connection with these Terms, each party (as “**Disclosing Party**”) may disclose or make available Confidential Information to the other (as “**Receiving Party**”). Confidential Information does not include information that the Receiving Party can demonstrate: (a) was rightfully known to it without restriction before disclosure; (b) was or became generally known to the public other than through the Receiving Party's or its representatives' non-compliance; (c) was received on a non-confidential basis from a third party not then under any confidentiality obligation; or (d) was independently developed without reference to or use of any Confidential Information.

9.2 Protection. As a condition of receiving Confidential Information, the Receiving Party will, **during the Subscription Term and for three (3) years afterwards** — provided that obligations relating to trade secrets continue for so long as the Disclosing Party protects them as trade secrets under applicable law:

- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under these Terms;
- b. not disclose or permit access to Confidential Information other than to its representatives who need to know it for those purposes, have been informed of its confidential nature and of the obligations in this

Section 9, and are bound by confidentiality obligations at least as protective as this Section 9; and

- c. safeguard Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses for its own similarly sensitive information, and in no event less than a reasonable degree of care.

9.3 Compelled disclosure. If the Receiving Party or a representative is compelled by applicable law to disclose Confidential Information, then to the extent permitted by law it will (a) promptly, and before disclosure, notify the Disclosing Party in writing so the Disclosing Party can seek a protective order or other remedy at its own cost, or waive its rights under Section 9.2; and (b) provide reasonable assistance, at the Disclosing Party's cost, in opposing disclosure. If compliance is waived, or if after giving notice and assistance the Receiving Party remains legally required to disclose, it will disclose only the portion legally required and, on request, use commercially reasonable efforts to obtain assurances that the information will be afforded confidential treatment.

10. Data Security and Protection

10.1 Security policy. Cypress will comply in all respects with its Data Security Policy, which is incorporated into these Terms and available on request from info@cypressai.co. That policy includes, at minimum:

- **System protection and recovery** — UPS-protected systems, automatic backup, fire suppression, and a business continuity plan for facilities where Customer Content is stored or processed.
- **Basic security requirements** — a maintained network firewall; current security patches; encryption of data sent across open networks; current anti-virus software; no supplier-supplied default passwords; enforced strong passwords or account lockout after no more than 10 consecutive failed attempts; multi-factor authentication available for systems containing customer information; regular testing of security systems and processes; a written information security policy covering employees and suppliers; restricted physical access to systems containing customer information; restricted and identity-verified remote access; and protection of on-site and off-site backups in transit and storage.
- **Data retention** — Cypress will retain Customer Content only for as long as necessary to perform the Services. You have no obligation to provide any data to Cypress.

10.2 Security incidents. Cypress will notify you **within 24 hours** of detecting any unauthorized access, use, disclosure, acquisition, corruption, or loss of Customer Content, or any breach of an environment containing Customer Content (a “**Security Incident**”). Cypress will remedy the Security Incident in a timely manner and provide written details of its internal investigation. Cypress will not notify any regulatory authority or any of your customers on your behalf unless you specifically request it in writing. Cypress will cooperate with you to formulate and execute a plan to rectify all confirmed Security Incidents.

10.3 Transmission. Cypress encrypts Customer Content in transit across open networks using TLS. You acknowledge that the technical processing and transmission of data associated with the Services may involve transmissions over various networks and changes to conform to the technical requirements of connecting

networks or devices.

10.4 Backups. As part of regular service operations, Cypress maintains routine backups of system data, including Customer Content. Notwithstanding those backups, **Cypress makes no representation or warranty regarding the availability, completeness, accuracy, recoverability, or retention period of any backup.** Any restoration from Cypress's operational backups is at Cypress's sole discretion and subject to technical feasibility. **You are solely responsible for maintaining your own backups of all Customer Content and must not depend exclusively on Cypress's service backups.**

10.5 Privacy. Cypress's handling of personal information is described in the Cypress Privacy Policy at <https://cypressai.co/privacy-policy>, incorporated by reference. Where Cypress processes personal data on your behalf as a processor or service provider, the parties will execute Cypress's Data Processing Addendum, which controls over these Terms as to that processing.

10.6 Subprocessors and third-party vendors. Cypress may use third-party vendors, subcontractors, and hosting partners to provide the services, hardware, software, networking, storage, and related technology required for the Services. **Cypress is responsible and liable for those third parties and for ensuring their compliance with these Terms.** A current list of subprocessors is available on request from info@cypressai.co.

10.7 Third-party AI providers. The Services may be delivered in part through third-party artificial intelligence model providers. Cypress remains responsible for those providers under Section 10.6, and Cypress's commitments in Section 8.4 (no training on Customer Content) extend to Customer Content processed by them.

11. Warranties and Disclaimers

11.1 Reasonable efforts. Cypress will use commercially reasonable efforts in the performance of its obligations under these Terms.

11.2 Limited warranty. Cypress represents and warrants that the Services:

- i. will process Customer Content in accordance with applicable specifications and Documentation;
- ii. will operate in a manner consistent with industry standards for similar software solutions;
- iii. will produce data output that accurately reflects the inputs you provide, without unauthorized alteration or corruption;
- iv. will not be materially decreased in functionality during a Subscription Term; and
- v. will not contain, and will not introduce into your systems, any virus, malicious code, or other software or hardware device designed to cause damage, security incidents, or other threats.

11.3 Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, CYPRESS DOES NOT MAKE, AND HEREBY FULLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE

OR OTHERWISE IN LAW, OR FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, **CYPRESS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE SUBSTANTIVE CONTENT, ACCURACY, COMPLETENESS, OR FITNESS OF THE OUTPUT OF THE SERVICES**, AND NOTHING IN SECTION 11.2 IS A WARRANTY AS TO THE SUBSTANTIVE CORRECTNESS OF AI-GENERATED TEXT.

11.4 Your warranties. You represent and warrant that you have all rights, licenses, and consents necessary to submit Customer Content to the Services and to permit Cypress to process it as contemplated here, and that Customer Content and your use of the Services do not violate applicable law or the rights of any third party.

12. Limitation of Liability

12.1 Exclusion of indirect damages — Cypress. Cypress, its Affiliates, and all shareholders, officers, directors, employees, subcontractors, agents, successors, and assigns of Cypress and its Affiliates will not be liable for any indirect, incidental, special, consequential, or exemplary damages, or for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), resulting from:

- a. the use of or inability to use or access any part of the Services (including in the event of Force Majeure, such as loss of telecommunications);
- b. any unauthorized access to or alteration of Authorized User transmissions or Customer Content;
- c. any price change, suspension, or discontinuance of the Services, in whole or in part, unless you were not notified of it reasonably in advance;
- d. any loss of any part of Customer Content, or modification to a feature of the Services;
- e. any loss of Customer Content after a suspension or termination of the Services through no fault of Cypress;
- f. statements or conduct of any third party on any part of the Services, except where such third parties are used by Cypress to provide the Services as contemplated in Section 10.6; or
- g. any other matter relating to the Services, including the Software.

12.2 Exclusion of indirect damages — you. You, your Affiliates, and all shareholders, officers, directors, employees, subcontractors, agents, successors, and assigns of you and your Affiliates will not be liable for any indirect, incidental, special, consequential, or exemplary damages, or for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages).

12.3 Aggregate cap. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND OTHER THAN CYPRESS'S OBLIGATIONS UNDER SECTION 9 (CONFIDENTIALITY) AND SECTION 13 (THIRD PARTY CLAIMS), THE TOTAL LIABILITY OF CYPRESS AND ITS AFFILIATES UNDER THESE TERMS — FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, INCLUDING BREACH OF

CONTRACT, FUNDAMENTAL BREACH, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY — IS LIMITED TO YOUR ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED **THE GREATER OF (A) \$10,000, OR (B) THE AGGREGATE FEES PAID WITHIN THE 12 MONTHS PRECEDING THE APPLICABLE INCIDENT.**

12.4 Trial Period liability. For access provided during a Trial Period or otherwise free of charge, Cypress's total liability will not exceed **one hundred U.S. dollars (\$100)**, notwithstanding Section 12.3.

12.5 Basis of the bargain. The limitations in this Section 12 are an essential basis of the bargain between the parties and apply even if a limited remedy fails of its essential purpose.

13. Indemnification

13.1 Cypress indemnity. Cypress will indemnify, defend, and hold you harmless from and against any judgments, settlements, and costs directly resulting from any claim, demand, suit, or proceeding made or brought against you by a third party alleging that (a) the Services, or your use of them as authorized by these Terms, infringes or misappropriates a third party's Intellectual Property Rights, or (b) a security incident or data breach involving Customer Content resulted from Cypress's violation of its confidentiality or data security obligations (each, a **"Third Party Claim"**).

13.2 Procedure. You will allow Cypress to control any proceedings arising from a Third Party Claim, provided that Cypress may not settle a Third Party Claim against you unless the settlement unconditionally releases you of all liability. You will make no admission as to liability (unless required by law) and will not accept any settlement without Cypress's written consent. At Cypress's request and cost, you will provide reasonable assistance and cooperation. Any recovery obtained from such proceedings accrues solely for Cypress's benefit.

13.3 Your indemnity. You will indemnify, defend, and hold Cypress harmless from and against any third-party claim, and resulting judgments, settlements, and reasonable costs, arising out of (a) Customer Content, including any claim that it infringes or misappropriates third-party rights or violates law; (b) your or an Authorized User's breach of Section 5 (Acceptable Use); or (c) your use of any output of the Services in a submission, bid, certification, or filing.

14. Publicity

- a. Cypress may identify you as a customer and display your name and logo in customer lists and on Cypress's website without prior consent.
- b. Cypress will not disclose the existence of these Terms, the specific scope of Services provided, pricing terms, or any other details regarding the relationship without your prior written approval.
- c. Either party may issue a mutually approved press release.

- d. You may request removal of your name and logo from Cypress's customer lists and website at any time by written notice, and Cypress will remove such references **within 30 days** of receiving the notice.
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15. Changes to These Terms

15.1 Cypress may update these Terms from time to time. Cypress will post the updated Terms with a revised "Last updated" date and, for any change that materially and adversely affects your rights, will give you **at least 30 days' prior notice** by email to your administrator or by conspicuous in-product notice.

15.2 Material changes take effect at the start of your next Renewal Term, or 30 days after notice for month-to-month subscriptions, whichever is earlier. Non-material changes take effect on posting.

15.3 If you object to a material change, your exclusive remedy is to terminate before the change takes effect by written notice, in which case Cypress will refund prepaid, unused Subscription Fees for the remainder of the then-current Subscription Term.

15.4 Continued use of the Services after a change takes effect constitutes acceptance of the updated Terms.

16. Copyright Complaints (DMCA)

Cypress respects intellectual property rights. If you believe material on the Services infringes your copyright, send a notice containing the elements required by 17 U.S.C. § 512(c)(3) to Cypress's designated agent at **info@cypressai.co** / Cypress AI Holdings, Inc., Attn: DMCA Agent, 303 42nd Street, Manhattan Beach, CA 90266, USA. Cypress will respond to valid notices and may terminate the accounts of repeat infringers.

17. Export Control and Sanctions

You represent and warrant that you and your Authorized Users are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions, and are not identified on any U.S. government restricted-party list. You will not export, re-export, or make the Services available in violation of U.S. export control or sanctions laws, and will not use the Services in connection with any prohibited end use.

18. General

18.1 Governing law and forum. These Terms are governed by and construed in accordance with the laws of the **State of Delaware**, without resort to any conflict of laws principles, and the parties irrevocably submit and attorn to the **exclusive jurisdiction of the state and federal courts located in the State of Delaware, USA**.

18.2 Equitable relief. Each party acknowledges that the other's breach may cause irreparable damage for which money damages would be inadequate, and agrees that the non-breaching party is entitled, in addition to any other remedies, to seek injunctive and other equitable relief in any court of competent jurisdiction without being required to post a bond or other security.

18.3 Notices. Notices must be in writing and delivered in person, by first class mail postage prepaid (registered or certified where available, airmail if overseas), by overnight courier, or transmitted electronically in PDF or similar format, to the applicable address in these Terms or the Order Form, or such other address designated in writing. Notices are effective upon receipt. Cypress may additionally give you notice by email to your administrator's registered address or by in-product notice, effective on sending.

18.4 Assignment. You may not assign any rights or delegate any obligations without Cypress's prior written consent, except to an Affiliate on notice to Cypress. Cypress may assign these Terms on notice to you, provided that you may terminate on 30 days' notice and the assignment does not relieve Cypress of its obligations.

18.5 Force Majeure. Neither party is liable for failure or delay in performance (other than payment obligations) caused by Force Majeure, provided the affected party gives prompt notice and uses reasonable efforts to resume performance.

18.6 Independent contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

18.7 No third-party beneficiaries. These Terms confer no rights on any person other than the parties and their permitted successors and assigns.

18.8 Cypress is a non-party. Cypress is not a party to any transaction or contract concluded through use of the Services, or through any Customer Content, between you and any third party.

18.9 No waiver. A party's failure to enforce any provision is not a waiver of that provision, of the right to enforce it later, or of any other provision.

18.10 Severability. If any provision (or portion of one) is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder is not affected or impaired.

18.11 Headings. Headings and the division into sections are for convenience only and do not affect construction or interpretation.

18.12 Enurement. Subject to the transfer restrictions in these Terms, these Terms enure to the benefit of and bind the parties and their respective heirs, executors, administrators, successors, and assigns.

18.13 Entire agreement. These Terms, together with any Order Form, the Data Security Policy, the Privacy Policy, and the End User Agreement, constitute the entire agreement between you and Cypress regarding your access to and use of the Services, superseding all prior agreements, term sheets, proposals, confidentiality agreements, and prior versions of these Terms — except that an executed Master Services Agreement supersedes these Terms as provided in Section 1.4.

18.14 Contact. Questions about these Terms: info@cypressai.co / Cypress AI Holdings, Inc., 303 42nd Street, Manhattan Beach, CA 90266, USA.