



Terms of Service

This Service Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“Customer”), and Zantula, Inc. doing business as RedBrick AI and its corporate affiliates (“RedBrick AI”, “Venture Bay AI”) with a place of business at 2093 Philadelphia Pike #1940, Claymont, DE 19703 (“Company”). This Agreement includes the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

1. Services and Support

- 1.1. Subject to the terms of this Agreement, Company will assist the Customer with onboarding and other related customer support as may be necessary for the usage of the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer’s business account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practice & policy.

2. Restrictions and Responsibilities

- 2.1. Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services or any software, documentation, or data related to the Services or any software; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise

for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

- 2.2.** Customer represents, covenants and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy" <https://redbrickai.com/policies/privacy.pdf>) and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services]. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 2.3.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords), and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. Confidentiality; Proprietary Rights

- 3.1.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes, but not limited to, non-public data or information whether tangible or intangible, marked or unmarked in whatever form or medium, that by its character and nature a

reasonable person under like circumstances would treat as confidential provided by Customer or its managers, employees, stakeholders, advisors, contractors or agents (collectively, "Representatives") to Company or any of its Representatives in connection with the Services ("Customer Data") including without limitation, (i) all analyses, compilations, studies, notes, copies, memoranda or other documents prepared by or for a Party to the extent they contain or are based in whole or in part upon such information, and (ii) any information that is not observable by the general public and is obtained through observation in connection with the Purpose by a Party or any of its Representatives at any office, retail premises or other facility of any of its Representatives. or franchise units.

For purposes of this Section, the term "Proprietary Information" shall include, without limitation, financial data, product plans, recipes, ingredients, costs, prices, names, business or marketing plans or strategies, manufacturing processes, production records, business opportunities, technical data, computer programs, machinery and equipment, systems, products, projects, price lists, research and development data, customer identities and technical and business materials.

The Receiving Party and its Representatives agrees (i) to take reasonable precautions to protect such Proprietary Information no less than the degree the Receiving Party would use to protect its own Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information unless permitted by written consent. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, regulatory or judicial process provided that the Receiving Party agrees (i) to provide notice of such requirement promptly to the Disclosing Party in order that it may have as reasonable an opportunity as practicable to intercede in any proceeding in which such disclosure is required to contest such disclosure; and (ii) to furnish only such portion of the Confidential Information as legally required to be disclosed and to exercise reasonable efforts to obtain an order or other reliable

assurance that confidential treatment will be accorded to the disclosed Confidential Information.

- 3.2.** Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, or other technology developed in connection with the Services or support, and (c) all intellectual property rights related to any of the foregoing. Company will not use Customer Data, or Customer Label Data to train algorithms, unless explicitly asked by the Customer.
- 3.3.** Company will not store, or route the raw Customer image/video data (“Customer Data”) through Company servers; unless explicitly requested by the Customer for specific features, or through the use of the Direct Upload feature. The Customer Data, and the labels (“Customer Label-Data”) generated during the use of Company services will remain the property of the Customer. This Agreement shall not grant to the Company any ownership rights to Customer Data or Customer Label-Data, or any derivatives of Customer Data and Label-Data.
- 3.4.** Notwithstanding anything to the contrary, Company shall have the right to collect and analyze information and data for the purpose of providing the Service relating to the provision, use, performance or operation of the Services (“Services Meta-data”) (but expressly excluding information concerning Customer Data, and any data derived therefrom), and Company will be free (during and after the term hereof) to (i) use Services Meta-data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Services Meta-data in aggregate or other de-identified form in connection with its business. No rights or licenses are granted by Customer to any Customer Data and any meta-data and data derived therefrom.
- 3.5.** Notwithstanding the provisions of this section, the Company shall be bound by the provisions of its Privacy Policy (<https://redbrickai.com/policies/privacy.pdf>) for the processing of Customer data.

4. Payment of Fees

- 4.1.** Customer will pay Company the then applicable fees communicated over e-mail, or in the invoice for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department (contact@redbrickai.com).
- 4.2.** Unless otherwise agreed in writing, Company will charge a monthly subscription for the use of the services. The purchase is subject to recurring charges and Customer consents to Company charging the payment method on a recurring bases without requiring prior approval for each recurring charge until Customer notifies Company in writing of cancellation. The Customer consents to the billing policy in <https://redbrickai.com/policies/billing.pdf>.
- 4.3.** Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5. Term and Termination

- 5.1.** Subject to earlier termination as provided below, this Agreement shall resin in full force and effect while Customer uses Services (collectively, the "Term") unless either party requests termination at with thirty (30) days prior notice to the end of the then-current billing period.
- 5.2.** In addition to any other remedies it may have, either party may also terminate this Agreement with immediate effect by way of a written notice (or without notice in the case of non-payment), if the other party materially breaches any of the terms or conditions of this Agreement. Upon any termination, Company will make all

Services Meta-Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company shall delete stored Services Meta-Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Warranty and Disclaimer

- 6.1.** Company shall use reasonable efforts consistent with prevailing industry standards and Company policy to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall render the Services in a professional manner.
- 6.2.** Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the services will be uninterrupted; nor does it make any warranty as to the results that may be obtained from use of the services including but not limited to the accuracy of the results etc.
- 6.3.** Except as expressly set forth in this section, the services shall be provided "as is" and the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

7. Indemnity

- 7.1.** Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part

in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

7.2. The Customer shall hold the Company harmless from liability to third parties resulting from an error in the Services, technical or otherwise, or even from use of the Services that may lead to loss of data, corruption of data, inaccuracy of data, delays due to interruption of use or event of data breach outside the capacity of the Company that cannot be attributed to any fault or laches on part of the Company.

8. Limitation of Liability

8.1. Notwithstanding anything to the contrary, except for bodily injury of a person, company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by customer to company for the services under this agreement in the 12 months prior to the act that gave rise to the liability,

in each case, whether or not company has been advised of the possibility of such damages.

9. Miscellaneous

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs (including but not limited to legal costs, administrative costs) and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the state of Delaware, United States of America without regard to its conflict of laws provisions.