

SAGE AI SOLUTIONS, INC.

TERMS OF SERVICE

Last Updated 07/01/2025

These Terms of Service (including all of our other terms and policies referenced herein, these “**Terms**”) constitute a legal agreement between Sage AI Solutions, Inc. (“**Sage AI**”, “**we**”, “**us**”, or “**our**”) and you, regardless of your corporate form or if you are an individual, and it governs your use of, and dealings with us, any of our products and/or services, including our website, Platform (as defined below), and integrated services (collectively, the “**Services**”). For the purposes of these Terms, the terms “**you**”, “**your**”, “**yourself**” and “**User**” mean you as the user of the Services.

Please read each of the provisions in these Terms carefully as these Terms form a legally binding agreement between you and us. By using the Services, you are agreeing to these Terms. If you do not agree with these Terms, please do not download, install, access, or use the Services. The Services are not available for use for individuals under the age of eighteen (18). If you are under age eighteen (18) or not the age of legal majority in your jurisdiction of residence, you may only use the Services with the consent of your parent or legal guardian, who must accept these Terms on your behalf. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

BY 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.

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.

MAKE SURE YOU READ THESE TERMS AND THE PRIVACY POLICY. THESE DOCUMENTS CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO USE THE SERVICES. These Terms define the terms and conditions under which you’re allowed to use the Services, which in addition to our Privacy Policy, describe how we’ll treat your account and the data we collect and process about you while using the Services. If you don’t agree to these Terms, you must immediately discontinue your use of the Services.

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 DOWNLOADING, 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 SAGE AI AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SAGE AI WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

- 1. Changes to these Terms.** We may unilaterally amend any part of these Terms at any time by posting amended terms on our website (the “*Platform*”) and you acknowledge that EACH TIME YOU USE ANY OF THE SERVICES, YOU AGREE TO THE CURRENT VERSION OF THESE TERMS. However, unless you agree to changes to these Terms by using any of the Services, amendments we make to these Terms will not impose new obligations on you with respect to any actions you took before the change became effective. Any changes become effective as of the “Last Updated” date above.
- 2. Platform.** Sage AI provides an AI platform to develop, modify, and export instructional resources for education organizations.
- 3. Your Account.**

3.1 *Registration.* To use the Services, you must provide all information we reasonably request to establish, register and confirm your account (for example, identification and contact information, billing and payment information) and to establish access credentials (for example, user IDs and passwords). You will ensure that all such information is kept current, complete, truthful and accurate at all times. You will keep all account information (including user IDs and passwords, and other means to access non-public portions of the Services) confidential and disclose them only on a “need-to-know” basis.

3.2 *Account Information.* As part of your registration, we may require you to verify your email address. In addition, we may require you to provide or validate other information about yourself in the future, if we have a reasonable need for the information to provide Services or to perform under (or to exercise our rights under) the Terms. We have the right to refuse your registration or suspend or terminate your use of Services if you fail to provide the requested information and to keep it current, complete, truthful and accurate at all times.

3.3 *Account and Password.* Each User that uses the Services must select a password when registering. Each User will be assigned an initial password for access to and use of the Services, which you shall change when first accessing the Services. You acknowledge that once the initial password provided to you is changed, we do not retain the technical ability to retrieve such passwords, and you will need to follow the steps to reset your password if lost or forgotten. You are fully responsible for all activities that occur using your password. You acknowledge and agree that we shall not be liable for any loss that you may incur as a result of someone else using a password that has been assigned to or obtained by you, either with or without the knowledge of you; nor shall we be liable or responsible for any unauthorized access or misuse of the Services by you. You agree that you will promptly notify us of any violation or suspected violation of these Terms or any actual or suspected data or security breach.

- 4. Services.**

4.1 License to the Services. Subject to the terms and conditions of these Terms, we grant to you, a non-exclusive, non-transferable, non-assignable (except as set out in Section 20.3 below), worldwide, limited right to access the Platform and to utilize the Services (as such Services may be modified, revised and updated in accordance with these Terms).

4.2 Statistical Information. We may compile, use, reproduce, and disclose statistical information related to the Services (“**Statistical Information**”) for product improvement and other purposes consistent with our Privacy Policy, provided that Statistical Information is anonymized, de-identified, or is otherwise not reasonably associated or linked to you (or any other identifiable individual person or entity). The right to use Statistical Information will survive termination of this Agreement.

4.3 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 applications and new modules. 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.

4.4 Modifications to Services. We may update, add, modify or discontinue any product, 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 products or to the core functionality of the Services, 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 Sage 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 Sage AI's reasonable control.

4.5 Beta Releases. We may, at our sole discretion, make certain 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 Release**”). Notwithstanding anything to the contrary in the Agreement, you acknowledge and agree that a Beta Release 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 Release will be released or that if such Beta Release is made generally available, it will be substantially similar to the current Beta Release. We may terminate your right to use Beta Release at any time for any reason.

5. Use Rights to the Services; Prohibited Activities.

5.1 Restrictions on Use. Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. By using the Services, you represent, warrant, covenant, and agree to not:

(i) you will not engage in any act not expressly permitted by these Terms, or access or use the Services in violation of these Terms or in violation of any applicable laws, rules or regulations;

(ii) you will not access or use the Services if you are not fully able and legally competent to agree to these Terms;

(iii) you will not interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

(iv) you will not take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our or our third party providers' infrastructure;

(v) you will not resell or make any commercial use of the Services or any of the Service content;

(vi) you will not modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any of the Service content not intended to be so read, including using or directly viewing the underlying HTML or other code from the Services except as interpreted and displayed in a web browser;

(vii) you will not copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post, store, or transmit any of the Service content, including any trademarks, in any form or by any means, including electronic, mechanical, photocopying, recording or otherwise;

(viii) you will not use any manual or automated software devices or other processes (including data mining, bots, spiders, automated tools or similar data gathering and extraction methods) to "crawl" or "spider" any page of the Services or to collect any information from the Services or any user of the Services;

(ix) you will not harvest or scrape any content from the Services, or use other automated or manual means to take our content without our prior consent;

(x) you will not bypass, circumvent, or attempt to bypass or circumvent any feature of the Services or any measures we may use to prevent or restrict access to the Services, including other accounts, computer systems or networks connected to the Services;

(xi) you will not run any form of auto-responder or "spam" on the Services;

(xii) you will not otherwise take any action in violation of these Terms or our Privacy Policy;

(xiii) you will not upload content to the Services that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals; and

(xiv) use the Services in any manner that damages, disables, overburdens, or impairs the Services or interferes with any other party's use of the Services;

(xv) use the Services for competitive research or for scoping, benchmarking, developing or providing any similar or competitive product or service;

(xvi) remove or obscure any copyright, trademark, or other proprietary notice from the Services;

(xvii) use or interact with the Services in a manner that infringes, misappropriates, or otherwise violates the Intellectual Property Rights or any other rights of anyone else;

(xviii) use the Services in any way which violates any law, rules, or regulation, including, without limitation, any applicable export control laws or privacy laws;

(xix) host, display, upload, modify, publish, transmit, store, update or share any information, including personal and confidential information, that belongs to another person or entity and to which you do not have not have consent or permission from such person or entity;

(xx) use the Services in any manner to distribute or cause to be distributed material which does or may infringe any copyright, trademark or other intellectual property or privacy rights of any other person;

(xxi) use the Services in any manner to distribute or cause to be distributed any materials that you are not properly licensed; and

(xxii) use the Services to perform or encourage others to perform any activities that are defamatory, libelous or threatening, or constitute hate speech, harassment or stalking.

THIS PARAGRAPH WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

6. Ownership of Content; Use of Customer Content; Your Content.

6.1 *Ownership.*

(a) You agree that, as between you and us, we (and our licensors, where applicable) own all right, title and interest, including any and all registered and unregistered rights (whether or not registrable) granted, applied for, or otherwise now or hereafter in existence under or related to any patent or patentable subject matter, copyright or copyrightable subject matter, trademark or trademarkable subject matter, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (the “**Intellectual Property Rights**”) that are created, generated, acquired, or used in connection with the Services, all content in or on the Services (other than Your Content, as defined below), all proprietary technology owned or used by us, or made available to you by us, and all modifications, enhancements and improvements to any of the foregoing. We hereby reserve all rights worldwide not specifically granted to you in these Terms, and you agree that you will not make any use of any of the foregoing in any manner or for any purpose whatsoever except as expressly permitted by the terms and conditions of these Terms. The “Sage AI” name and logo, the other product and service names, trademarks, service marks and logos associated with us or the Services are trademarks or service marks of ours or of third-parties, and no right or license is granted to you to use them for any purpose whatsoever. This Section does not limit any rights or remedies we may have under any applicable laws, rules and regulations.

(b) You acknowledge and agree that any of our names, trademarks, service marks, logos, trade dress, or other branding included on our website or as part of the Services are owned by us, unless otherwise noted, and may not be copied, imitated, or used (in whole or in part) without our prior written consent. All other trademarks, names, or logos referenced on the website or the Services as “**Third-Party Trademarks**” are the property of their respective owners, and the use of such Third-Party Trademarks inure to the benefit of their respective owners.

(c) You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about us or our Services (collectively, “**Feedback**”). By submitting Feedback to us, you hereby grant us a royalty-free, irrevocable,

perpetual, non-exclusive, unrestricted, worldwide license to use, copy, adapt, modify, sublicense, transmit, distribute, display, sell, transfer, incorporate into our products or services, create derivative works from, or otherwise exploit any such Feedback without any compensation to you.

6.2 License in Customer Content (“Your Content”) and Related Data. As used in these Terms, “**Your Content**” means any and all messages, text, images, or other materials, data, and information that you upload, deliver, store, transmit, make available, or grant access (or causes to be delivered, made available or access to be granted) to us or the Services (i) in connection with our performance hereunder or your use of the Services or (ii) that are utilized in connection with, or incorporated into, the Services. “**Your Content**” includes, without limitation, information and materials relating to you, your business, confidential information, trade secrets, copyrights, trademarks, patentable subject matter or intellectual property of you or of third-parties. “**Your Content**” also specifically includes any information or material not owned by us which is accessible via any link created or provided by you (or by us on your behalf or at your direction) to or from any portion of the Services or in connection with the Services (including links you include in your postings or communications using Services). You agree and acknowledge that we are entitled to rely fully on all of Your Content and we have no obligation to investigate or verify any such information for accuracy, completeness, compliance with applicable third-party policies, term or condition or compliance with applicable laws, rules and regulations. That being said, we have no obligation to perform where Your Content provided is incomplete for the purposes needed (as determined by us) or does not comply with these Terms.

(a) To enable us to perform under this Agreement, you grant to us a non-exclusive, worldwide, royalty-free, assignable, transferable and sub-licensable (at multiple levels) right and license, effective for the term of these Terms, to use, reproduce, disclose, adapt, translate or transform, publish, distribute (internally and externally), perform and publicly display copies of, and prepare derivative works based upon, Your Content and derivatives thereof, and authorize our vendors, suppliers, agents, and sub-contractors to do any of the foregoing, only as reasonably necessary to use Your Content in connection with Services, solely for the performance of our obligations hereunder, and to provide Services to you, regardless of the form, medium, or technology being employed to provide Services. You hereby represent, warrant and covenant to us that: (i) prior to delivering or making available Your Content to us or using it in connection with Services, you have obtained or will obtain from all owners or proprietors of any and all of Your Content all rights in, and consents of third-parties with respect to, Your Content reasonably necessary for us and our agents and sub-contractors to lawfully perform hereunder and to do all acts related thereto described in these Terms (including exercising any licenses granted hereunder); (ii) you will maintain all rights and consents set forth at subsection for so long as any license granted to us survives; and (iii) Your Content (together with its storage, handling, or transmission) does not violate any laws, rules, or regulations applicable to you, Your Content, or to us.

(b) Further, you also grant to us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, assignable, transferable and sub-licensable (at multiple levels) right and license to use and disclose the information contained in or derived from Your Content or Related Data (defined below), on an anonymous (de-identified) basis only (on an aggregated or un-aggregated basis), for statistical, analytical, research, marketing, product/service improvement, and similar purposes. “**Related Data**” means data or information associated with or arising out of Your Content or your or any of Your User’s use of Services (including without limitation data associated with usage of, requests made to, and responses generated in connection with, Services).

Neither we nor any of our sublicensees will have any duty to compensate or account to you for or in connection with the exercise of any of the foregoing rights. THIS SECTION WILL SURVIVE THE TERMINATION OF THESE TERMS FOR ANY REASON.

6.3 Artificial Intelligence Systems. We have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (“**Usage Data**”). The Services may be implemented using machine learning systems with features and implementations designed to generate statistics, calibrate data models, and improve algorithms in the course of processing Your Content and Usage Data (“**Machine Learning**”). Nothing in these Terms prohibits us from using such Machine Learning for testing, tuning, optimizing, validating, or otherwise enhancing the analytics, models, or algorithms underlying the Services. Nothing in these Terms gives you any rights in or to any part of the Services or the Machine Learning generated by us or the Machine Learning generated in the course of providing the Services.

7. Pricing and Payment. The following pricing and payment terms apply to all Services:

7.1 Subscriptions. 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 or a one-time purchase. By electing to purchase the Services you are agreeing to license and use the Services either under one of our subscription plans or one a one-time purchase basis (each, a “**Subscription Plan**”), and you agree to pay the Subscription Fee (as defined below) pursuant to the Subscription Plan that you select.

7.2 Pricing and Subscription Fees. You agree to pay us all fees (the “**Subscription Fees**”) for your access to, and use of, the Services that you order and purchase from us, in accordance with the payment terms set forth in this section. Our current fees are available on the product pricing page of our website, or through a personalized payment page that we send to you (or which we otherwise provide to you with personalized access). To the extent we provide the Services or other feature or services for which we charge a Subscription Fee that is not listed in those pricing terms, we will provide you with notice of such Subscription Fee prior to providing the feature or service (for example, by displaying the fee to you on a personalized payment acceptance web page; by displaying the fee to you, for your review and acceptance, within your designated account or portal; or otherwise, by displaying the fee at the time you are using the feature to which the fee applies, and your use of the feature to which the fee applies constitutes your consent to such fee).

7.3 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. 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 (ii) the Subscription Period commencement date set forth on the personalized payment acceptance web page 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.

7.4 Payment of Subscription Fees. Unless otherwise expressly stipulated by us in a separate and duly-executed agreement with you, the Subscription Fees will be based upon the Subscription Period that you select, and shall be due and payable by you to us as follows:

(a) Unless we make available to you a different payment plan and you elect it, the default Subscription Period shall be annual, for which the Subscription Fees are paid on an annual basis (the “**Annual Payment Model**”). Accordingly, pursuant to the Annual Payment Model, your payment of the

annual Subscription Fees shall be due and payable in one payment, in advance, on the Subscription Start Date.

(b) If you elect an annual Subscription Period that is paid monthly (if we make this option available to you), then your payment of the annual Subscription Fees shall be due and payable in equal monthly installments (the “**Annual Installment Payment Model**”). Each installment shall be due in advance, initially on the Subscription Start Date, and subsequently on the same date each subsequent, consecutive month while your Subscription Plan is in effect, until the full amount of the Subscription Fees for the Subscription Period in effect are paid. For clarity, if your Subscription Plan is subject to the Annual Installment Payment Model, you acknowledge and agree that you owe the annual Subscription Fees to us in their entirety, upon the Subscription Start Date, but we provide a monthly installment method of payment to you as a courtesy. We reserve the right to amend or cancel the Annual Installment Payment Model option for annual Subscription Plans at any time, in our sole discretion, provided that the foregoing changes will not take effect during your current Subscription Period.

(c) If you elect a month-to-month Subscription Period (if we make this option available to you), then your full payment of the Subscription Fees shall be due and payable on a monthly basis (“**Month-to-Month Payment Model**”). Each monthly payment shall be due in advance, initially on the Subscription Start Date, and subsequently on the same date each subsequent month while your Subscription Plan is in effect. We reserve the right to amend or cancel the Month-to-Month Payment Model option 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.

7.5 Changes to Subscription Fees. We expressly reserve the exclusive right to make changes to the prices of any of our Subscription Plans, and to our pricing structure generally, at any time and in our sole discretion; *provided however*, we will provide you with at least thirty (30) days’ advance notice of any such fee or pricing policy changes in accordance with the section titled “Notices” hereof. Notwithstanding the foregoing, however, no changes to the Subscription Fees due or payable by you will take effect during the current Subscription Period then in effect and will only enter into effect upon the beginning of the subsequent Subscription Period.

7.6 Payment. A valid credit card or other payment methods acceptable to us may be used to pay the Subscription Fees. You represent and warrant that we are authorized to use any payment method designated by you via the Services (“**Payment Method**”) and authorize us, or our designated payment processor, to charge or debit such Payment Method for any applicable Subscription Fees. If the Payment Method cannot be verified, is invalid or is otherwise not acceptable to us, or our designated payment processor, your ability to access any Subscription Plan may be suspended immediately. In order to continue to access any Subscription Plan you must resolve any problem with us or our designated payment processor.

7.7 Refund and Cancellation Policy. All services that you order and/or purchase through the use of our Services are non-cancellable and all Subscription Fees are non-refundable. If you terminate a Subscription Plan prior to expiration, you acknowledge and understand that we will not refund any pre-paid fees or give credits to you for any unused portion of your Subscription Plan.

7.8 Additional Payment Terms. Payment of all Subscription Fees are due in advance, and we have no obligation to perform hereunder during any period in which all fees due have not been paid in full. Our fees do not include, and we are not responsible for, (i) any additional fees or charges imposed on you in connection with such payments by any financial institution, processor or intermediary, including interest charges, currency conversion fees or any processing fees, or (ii) any taxes, levies, or duties or similar amounts related to the fees or your use of Services. You are responsible for paying all of the foregoing, excluding only United States (federal or state) taxes based solely on our net income. YOUR

OBLIGATIONS TO PAY AMOUNTS DUE WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

8. Electronic Communications; Connectivity.

8.1 *Electronic Communications.* You consent to the use and receipt of electronic communications and records related to your use of Services or your account (which communications and records may include, without limitation, notices related to Services requiring your attention, agreements and policies, and payment authorizations and transaction receipts or confirmations). You give us permission to provide these communications and records to you electronically instead of in paper form. You also consent to the use of electronic signatures by you and us, and such electronic signatures will be deemed to satisfy any requirement under applicable law that an agreement, or that your signature to the agreement, be in writing.

8.2 *Equipment and Connectivity.* Minimum hardware, software and connectivity requirements for you to use any Services and make and receive electronic communications, records and signatures include: (i) a valid email address and email client; (ii) a connection to the Internet; (iii) currently-supported versions of a web browser and any necessary plug-ins; (iv) a currently-supported version of a program that accurately reads and displays PDF files; (v) a computer or device and an operating system capable of supporting all of the above; and (vi) a printer to print out and retain records and notices in paper form or electronic storage to retain records and notices in an electronic form. You are solely responsible for procuring and maintaining all such necessary hardware, software and connectivity at all times.

8.3 *Technical Issues.* We have no liability for your inability to fully use any Services types or to receive, make or act upon such electronic communications, records or signatures if caused by (i) your failure to procure and maintain all necessary hardware, software and connectivity, (ii) any act or omission of any third-party (including any provider of such hardware, software and connectivity), or (iii) your failure to keep all contact information, billing and payment information and other account-related information current, truthful, complete and accurate at all times. You may withdraw these consents by giving us notice in writing – however, IF YOU WITHDRAW YOUR CONSENT TO RECEIVE SUCH RECORDS AND NOTICES ELECTRONICALLY OR TO USE ELECTRONIC SIGNATURES, YOU WILL NO LONGER BE PERMITTED TO USE SERVICES.

9. Our Assistance. From time to time, we may offer additional assistance and/or services to you in connection with your use of Services. If we agree to provide such assistance or services, our obligations are always subject to (i) payment of any additional fees we may require for performing such assistance or services and (ii) you providing us with any cooperation, information or materials we need to perform such services. Support Tickets can be submitted via the Services or by email contact@meetsage.ai.

10. 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.

11. Monitoring. We reserve the right to monitor the use by you of the Services, including any of Your Content uploaded, delivered, stored, transmitted, or otherwise made available via our Platform. 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.

12. Copyright Policy.

(a) We honor copyright laws, including the Digital Millennium Copyright Act (*17 U.S.C. § 512*) (the “**DMCA**”). We, therefore, take reasonable steps to expeditiously remove from our Services any infringing material that it becomes aware of. If we become aware that you have repeatedly infringed copyrights, we will take reasonable steps, within our power, to terminate your account.

(b) We make it easy for you to report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please report it by filing a notice with our designated agent:

Sage AI Solutions, INC
Attn:
4514 Chamblee Dunwoody Rd STE 275,
Atlanta, GA 30338
email: contact@meetsage.ai

Note – Do not use this email address for anything other than reporting copyright infringement, as such emails will be ignored.

(c) If you file a notice with our Copyright Agent, it must comply with the requirements set forth at [17 U.S.C. § 512\(c\)\(3\)](#). That means the notice must:

- (i) Contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identify the copyrighted work claimed to have been infringed;
- (iii) Identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- (iv) Provide your contact information, including your address, telephone number, and an email address;
- (v) Provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) Provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

13. Third-Parties; Compliance with Third-Party Policies and Terms; Third-Party Content.

13.1 *Third-Parties.* THE SERVICES MAY FACILITATE YOUR INTERACTIONS WITH THIRD-PARTIES OR USE OF PRODUCTS AND SERVICES OFFERED BY THIRD-PARTIES. IN ADDITION, CERTAIN FEATURES OR FUNCTIONALITIES OF SERVICES MAY BE DEPENDENT ON ACTIONS OR PERMISSIONS OF THIRD-PARTIES (FOR EXAMPLE, CERTAIN SERVICES MAY BE DEPENDENT ON THIRD-PARTY PERMISSIONS FOR US OR YOU TO CONTINUE PROVIDING OR USING FEATURES OR FUNCTIONALITIES IN CONNECTION WITH SUCH THIRD-PARTIES).

13.2 *Third-Party Content.* THE SERVICES MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES OR CONTENT. WE HAVE NO OBLIGATION TO REVIEW THE ACCURACY OR COMPLETENESS OF THIRD-PARTY WEBSITES OR CONTENT. WE DO NOT HAVE CONTROL OVER THIRD-PARTIES, EACH OF WHICH MAY HAVE ITS OWN TERMS AND/OR PRIVACY POLICY. YOU ASSUME ALL RESPONSIBILITY FOR ANY HARM RESULTING FROM THIRD-PARTY CONTENT OR WEBSITES. YOU ARE RESPONSIBLE FOR REVIEWING AND AGREEING TO ANY THIRD-PARTY TERMS. WE MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY THIRD-PARTY PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY LIABILITY REGARDING REPRESENTATIONS, CLAIMS, OR WARRANTIES RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.

13.3 *Your Compliance with Third-Party Policies.* YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND ENSURING THAT YOUR USE OF THE SERVICES COMPLIES AT ALL TIMES WITH ALL POLICIES, TERMS AND CONDITIONS OF THIRD-PARTIES THAT APPLY TO YOU OR YOUR USE OF THE SERVICES IN CONNECTION WITH SUCH THIRD-PARTIES. YOU WILL ENSURE THAT YOUR USE OF THE SERVICE WILL AT ALL TIMES COMPLY WITH ALL SUCH POLICIES, TERMS AND CONDITIONS, AND WE HAVE NO RESPONSIBILITY TO VERIFY YOUR COMPLIANCE. WE WILL HAVE NO LIABILITY TO YOU WHATSOEVER FOR ANY LOSS OR HARM YOU MAY SUFFER AS A RESULT OF YOUR FAILURE TO COMPLY WITH ALL SUCH THIRD-PARTY POLICIES, TERMS AND CONDITIONS OR YOUR USE OF ANY SERVICES IN A MANNER THAT DOES NOT COMPLY WITH ALL SUCH THIRD-PARTY POLICIES, TERMS AND CONDITIONS.

13.4 *Conditions on our Performance.* ALL OF OUR OBLIGATIONS AND UNDERTAKINGS UNDER THESE TERMS ARE SUBJECT TO ALL POLICIES, PERMISSIONS, TERMS AND CONDITIONS OF THIRD-PARTIES THAT APPLY TO YOUR OR OUR USE OF THE SERVICES WITH SUCH THIRD-PARTIES, WHICH POLICIES, PERMISSIONS, TERMS AND CONDITIONS MAY BE CHANGED FROM TIME TO TIME BY THE APPLICABLE THIRD-PARTY. WE HAVE NO CONTROL OVER SUCH POLICIES, PERMISSIONS, TERMS AND CONDITIONS OR ANY CHANGES TO THEM, NOR WILL WE HAVE ANY LIABILITY TO YOU FOR OUR FAILURE TO PERFORM OR FOR YOUR INABILITY TO FULLY USE OR RECEIVE THE BENEFIT OF AN AFFECTED SERVICE AS A RESULT OF ANY SUCH POLICIES, PERMISSIONS, TERMS AND CONDITIONS OR ANY CHANGES TO THEM. WE DO NOT WARRANT THAT ANY SERVICE IS OR WILL BE FULLY COMPLIANT WITH ALL SUCH POLICIES, PERMISSIONS, TERMS AND CONDITIONS.

14. *Termination; Effect of Termination; Suspension.* These Terms become effective on the date on which you log into or access the Platform, 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 (the “*Term*”).

14.1 *Termination by You.* You may terminate these Terms and close your Account at any time, for convenience, by providing at least seven (7) days advance notice to us. You may further terminate these Terms and close your Account pursuant to a withdrawal of your acceptance to updates we make to these Terms, *provided however*, that such termination of these Terms is effective *immediately*.

14.2 *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 or (ii) any of your acts or omissions that (a) would constitute a

violation of these Terms if done by you or (b) in our reasonable discretion, poses a risk of disruption or interference with any portion of the Services (or the security thereof), or (c) constitutes (in our reasonable discretion) an unreasonable, excessive or abusive use of Services, our systems or resources. Further, we may terminate your account at any time, for convenience, by providing at least seven (7) days advance notice to you.

14.3 *Effect of Termination.* Termination of these Terms for any reason also terminates all of your rights to 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; *provided however*, you may contact us for a prorated refund of any prepaid fees for the portion of the Subscription Period remaining after the effective date of the changes.

14.4 *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. NOTWITHSTANDING THE ABOVE, SECTIONS 5 – 7, 10 AND 12 – 20 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS.

15. Indemnity. YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS US, OUR LICENSORS, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AND OUR AND THEIR EQUITYHOLDERS, DIRECTORS, MANAGERS, 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 OF ANY PROVISION OF THESE TERMS;

(b) ANY OF YOUR CONTENT, INCLUDING WITHOUT LIMITATION ANY CLAIM BY ANY THIRD-PARTY:

(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 CONTENT; OR

(ii) THAT YOUR CONTENT (OR THE USE OF YOUR CONTENT BY ANY INDEMNITEE IN ACCORDANCE WITH THESE TERMS) INFRINGES, VIOLATES OR MISAPPROPRIATES ANY RIGHT OF SUCH THIRD-PARTY OR FAILS TO COMPLY WITH ALL APPLICABLE THIRD-PARTY POLICIES, TERMS AND CONDITIONS AND ALL APPLICABLE LAWS, RULES AND REGULATIONS.

(c) ANY NEGLIGENT, WILLFUL, PURPOSEFUL, FRAUDULENT, OR UNLAWFUL ACTS OR OMISSIONS BY YOU.

ALL INDEMNITEES ARE EXPRESSLY MADE THIRD-PARTY BENEFICIARIES OF THIS SECTION. THIS SECTION WILL SURVIVE THE TERMINATION OF THESE TERMS FOR ANY REASON.

16. Disclaimer of Warranties. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU AGREE THAT, EXCEPT AS SPECIFICALLY STATED IN THESE TERMS, WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, THEIR CONTENT OR ANY OTHER SUBJECT MATTER (INCLUDING WITHOUT LIMITATION ANY SERVICES OR INFORMATION OBTAINED THROUGH ANY SERVICES). WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES, THAT SERVICES OR THE COMPUTING ENVIRONMENT THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES, THEIR CONTENT OR ANY OTHER SUBJECT MATTER (INCLUDING WITHOUT LIMITATION ANY PRODUCTS, SERVICES OR INFORMATION SENT TO, STORED BY OR OBTAINED DIRECTLY OR INDIRECTLY THROUGH THE SERVICES) WILL BE ACCURATE, COMPLETE, UP-TO-DATE, SECURE, ERROR-FREE, UNINTERRUPTED, OR OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND NOT SPECIFICALLY STATED IN THESE TERMS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON. WE MAKE NO CLAIMS THAT THE SERVICES ARE APPROPRIATE OR COMPLIANT WITH APPLICABLE LAWS, RULES AND REGULATIONS OUTSIDE OF THE UNITED STATES OF AMERICA. 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.

17. Limitation of Liability. THIS SECTION AND ALL OF ITS SUBSECTIONS WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

(a) YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

(i) ANY OTHER PROVISION OF THESE TERMS TO THE CONTRARY NOTWITHSTANDING, OUR MAXIMUM LIABILITY FOR ANY LOSSES OR DAMAGE FOR WHICH WE ARE FOUND LIABLE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY AGREEMENT BETWEEN YOU AND US UNDER ANY PRIOR VERSION OR INSTANCE OF THESE TERMS, OR ANY SERVICE FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, WILL BE LIMITED TO ACTUAL, DIRECT DAMAGES INCURRED BY YOU BUT IN NO EVENT WILL EXCEED, IN THE AGGREGATE FOR ALL LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY AGREEMENT BETWEEN YOU AND US UNDER ANY PRIOR VERSION OR INSTANCE OF THESE TERMS, OR THE SERVICES AT ANY TIME, THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE TOTAL FEES AND EXPENSES ACTUALLY RECEIVED BY US FROM YOU DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURRED; AND

(ii) WE WILL NOT BE LIABLE TO YOU FOR LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES, COVER DAMAGES, OR FOR ANY CLAIMS OR ACTIONS AGAINST YOU BY ANY THIRD-PARTY, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SAME. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR SPECIAL DAMAGES, GENERAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OR IMPROPER DISCLOSURE OF DATA. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR HARM OF ANY TYPE WHERE SUCH LOSS, DAMAGE OR HARM WAS CAUSED BY OR RESULTED FROM, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF ANY THIRD-PARTY (INCLUDING WITHOUT LIMITATION ANY WILLFUL MISCONDUCT, ILLEGAL ACT OR NEGLIGENCE OF A THIRD-PARTY OR A THIRD-PARTY'S FAILURE TO FULFILL ITS OBLIGATIONS AND DUTIES UNDER APPLICABLE LAW OR UNDER ANY CONTRACT WITH YOU OR WITH US.).

(b) ANYTHING IN THESE TERMS TO THE CONTRARY NOTWITHSTANDING, YOUR REMEDIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WILL CONTINUE TO APPLY EVEN IN THE EVENT A WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF THESE TERMS, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AGAINST US MORE THAN ONE (1) YEAR AFTER COMMISSION OF THE ACT OR OMISSION WHICH GAVE RISE TO THE CAUSE OF ACTION, DISPUTE OR CLAIM.

(c) YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY LIMITATION ON OUR LIABILITY IN THESE TERMS (INCLUDING ANY PROVISION OF THESE TERMS THAT STATES WHAT WE WILL HAVE LIMITED (OR NO) LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE SUBJECT MATTER OF SUCH PROVISION), CONSTITUTES YOUR AGREEMENT TO RELEASE US, OUR LICENSORS, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AND OUR AND THEIR EQUITYHOLDERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS IN RIGHTS FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, TO THE EXTENT THAT THEY ALLEGE OR CLAIM ANY LIABILITY THAT HAS BEEN EXCLUDED OR DISCLAIMED OR THAT EXCEEDS THE AGREED-UPON LIMITATION.

(d) THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

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

18.1 *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, except that you and us are not required to arbitrate any dispute

in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. For clarity: the phrase “all claims and disputes” also includes claims and disputes that arose between us before the effective date of these Terms.

18.2 *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 Sage AI Solutions, Inc., ATTN: Arbitration Filing, 4514 Chamblee Dunwoody Rd STE 275, Atlanta, GA 30338. 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.

18.3 *Arbitration Rules.* The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through JAMS and will be governed by their commercial arbitration rules, which are then in effect. If JAMS 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 Atlanta, Georgia. 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.

18.4 *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.

18.5 *Fees.* We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring, or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider’s rules, including rules regarding frivolous or improper claims.

18.6 *Authority of the Arbitrator.* The arbitrator will decide the rights and liabilities, if any, of you and us. 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 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 us.

18.7 *Waiver of Jury Trial.* BOTH PARTIES WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and us 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 us over whether to vacate or

enforce an arbitration award, YOU AND US WAIVE ALL RIGHTS TO A JURY TRIAL and elect instead to have the dispute be resolved by a judge.

18.8 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 20.1.

18.9 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.

18.10 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 them here: Sage AI Solutions, Inc., ATTN: Arbitration Opt-out, 4514 Chamblee Dunwoody Rd STE 275, Atlanta, GA 30338.

18.11 Arbitration Agreement Survival. THIS ARBITRATION AGREEMENT WILL SURVIVE THE TERMINATION OF YOUR RELATIONSHIP WITH US.

19. 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 (including notices of claims or disputes or to initiate arbitration) 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, or (iv) reputable national or international mail courier with proof of delivery. Our current address is:

Sage AI Solutions, INC
Attn:
4514 Chamblee Dunwoody Rd STE 275,
Atlanta, GA 30338
email: contact@meetsage.ai

We may change this notice address by updating these Terms or by listing a new address on the applicable Services or website(s) associated with them. 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 WILL SURVIVE TERMINATION OF THESE TERMS FOR ANY REASON.

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

20.1 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 Georgia, without regard to conflict of law rules or principles (whether of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our Intellectual Property Rights in any court having jurisdiction. For all other proceedings, the federal and state courts located in Fulton County, Georgia will have exclusive jurisdiction. You waive any objection to venue in any such courts.

20.2 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.

20.3 Waiver; Amendment; Assignment. No waiver of any right or remedy by us will be valid unless in writing, and waiver of a right or remedy on one occasion by us will not be deemed a waiver of such right or remedy on any other occasion. Except as otherwise provided in these Terms, these Terms may not be amended or modified except by a writing signed by you and us. You may not assign these Terms or any of your rights or obligations without our prior written consent, and any attempt to do so will be void. We may freely assign these Terms or any of our rights or obligations (in whole or in part, including without limitation in connection with the sale, assignment or other divestiture of some or all of our assets or business that relate to all or any portion of the Services), and you waive notice of such assignment.

20.4 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 our 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.

20.5 Headings; Language. Section titles and headings in these Terms are provided for convenience only and do not affect or limit the meaning or interpretation of the Terms. The official language of these Terms is English. In the event these Terms are translated, the English version will control, and translations into languages other than English will not be construed as official or original versions of these Terms. All contract interpretations, notices, and dispute resolutions will be in English.

20.6 Entire Agreement. These Terms sets forth the entire agreement and understanding between you and us pertaining to its subject matter, superseding all prior or contemporaneous discussions, agreements, promises or understandings between you and us pertaining to such subject matter. Any additional or varying terms contained in your preprinted forms, correspondence or other documents transmitted to us, will be of no effect, unless otherwise expressly provided in these Terms, and are hereby rejected in advance.