

# Precognition Labs, Inc - Terms of Service

**Effective Date:** December 14, 2025

## TERMS OF SERVICE

These Terms of Service ("Terms") constitute a legally binding agreement between **Precognition Labs, Inc.**, a Delaware corporation ("Precognition Labs," "Provider," "we," "us," or "our"), and the entity entering into the Services Agreement or Order Form ("Customer"). These Terms govern Customer's access to and use of the Services (as defined below) and are incorporated by reference into any master subscription agreement, order form, or other written instrument between the Parties (collectively, the "Services Agreement").

By executing a Services Agreement, accessing or using the Services, or permitting Authorized Users to do so, the Customer agrees to be bound by these Terms.

## 1. DEFINITIONS

For purposes of these Terms:

1.1 "**Authorized User**" means any employee, contractor, or agent of Customer who is authorized by Customer to access or use the Services.

1.2 "**Customer Data**" means all data, content, information, or materials submitted, uploaded, transmitted, or otherwise made available by Customer or Authorized Users through the Services.

1.3 "**Documentation**" means all specifications, user manuals, technical documentation, and other materials describing the operation or use of the Services.

1.4 "**Order Form**" means any mutually executed ordering document that references these Terms and specifies the fees, subscription tier, term, and other particulars of Customer's subscription.

1.5 "**Services**" means Precognition Labs' hosted software-as-a-service platform, web-based applications, browser extensions, APIs, and all related services, features, and functionality provided to Customer.

1.6 "**Subscription Term**" means the period during which Customer is authorized to access and use the Services pursuant to an Order Form.

1.7 "**Third-Party Services**" means any third-party software, AI models, APIs, data services, products, or other services used in conjunction with, integrated into or relied upon by the Services.

1.8 “**Confidential Information**” means all non-public information disclosed by one Party to the other Party, whether orally or in writing, that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. It includes, without limitation, the Services, pricing, Customer Data, and any business or technical information.

## **2. ACCESS RIGHTS AND LICENSES**

### **2.1 Grant of Access.**

Subject to Customer’s compliance with these Terms and payment of all applicable fees, Precognition Labs hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for its Authorized Users to access and use the Services during the applicable Subscription Term solely for Customer’s internal business purposes.

### **2.2 Browser Extension License.**

If Customer installs or uses any browser extension or plug-in provided by Precognition Labs, Provider grants Customer a limited, revocable, non-exclusive, non-transferable license to install and use such extension solely in connection with Customer’s permitted use of the Services.

### **2.3 Restrictions.**

Customer shall not, and shall not permit any third party to:

- (a) copy, modify, or create derivative works of the Services or Browser Extension;
- (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code of the Services;
- (c) circumvent security or access controls;
- (d) sublicense, sell, resell, rent, lease, or provide the Services to any third party;
- (e) use the Services to build a competing product or service;
- (f) interfere with, disrupt, or impair the normal operation of the Services;
- (g) modify, alter, or disable any browser permissions required for the Browser Extension, except to the extent such permissions are configurable by Customer in accordance with its own security policies.

### **2.4 Reservation of Rights.**

Except for the limited rights expressly granted herein, Precognition Labs retains all right, title, and interest in and to the Services, Documentation, software, extensions, and underlying technology.

## **3. CUSTOMER RESPONSIBILITIES**

### **3.1 Authorized Use.**

Customer is responsible for ensuring that only Authorized Users access the Services and that all Authorized Users comply with these Terms. Customer represents and warrants that it will not use the Services in violation of U.S. export control or sanctions laws, including those administered by the U.S. Department of Commerce and the U.S. Department of Treasury.

### **3.2 Account Security.**

Customer shall maintain the confidentiality and security of all account credentials and shall notify Precognition Labs immediately of any unauthorized use or compromise. Provider may suspend access to the Services if Customer's use poses a security risk, violates applicable law, or threatens the integrity of the Services.

### **3.3 Compliance with Laws.**

Customer represents and warrants that its use of the Services complies with all applicable laws, regulations, and industry standards.

### **3.4 Customer Data Obligations.**

Customer shall ensure that:

- (a) Customer has all rights, permissions, and consents necessary to provide Customer Data;
- (b) Customer Data does not infringe upon any intellectual property, privacy, or proprietary rights;
- (c) Customer Data is not unlawful, harmful, defamatory, or otherwise objectionable.

### **3.5 Prohibited Uses.**

Customer shall not use the Services:

- (a) to engage in fraudulent, illegal, or malicious activity;
- (b) to transmit harmful code, malware, or unauthorized data;
- (c) in any manner that could damage or impair the Services or Provider's infrastructure.

### **3.6 Customer Systems.**

Customer is solely responsible for securing and maintaining its own systems, networks, browsers, and devices used to access the Services.

## **4. TERM; AUTOMATIC RENEWAL**

### **4.1 Subscription Term.**

Each Order Form shall specify the Subscription Term.

#### **4.2 Automatic Renewal.**

Unless expressly stated otherwise in an Order Form, each Subscription Term shall automatically renew for successive one-year periods unless either Party provides written notice of non-renewal at least **thirty (30) days** prior to the end of the then-current Subscription Term. Enterprise customers may specify alternative renewal terms in an Order Form or the enterprise contracts.

#### **4.3 No Refunds.**

All fees are non-refundable except as expressly stated in these Terms or the Services Agreement.

## **5. FEES AND PAYMENT**

#### **5.1 Fees.**

Customers shall pay all fees set forth in the applicable Order Form.

#### **5.2 Invoicing; Payment Terms.**

Unless otherwise specified, fees are due upon receipt of invoice.

#### **5.3 Late Payments.**

Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Providers may suspend access to the Services for unpaid balances.

#### **5.4 Taxes.**

Fees are exclusive of taxes; Customers are responsible for all applicable taxes.

## **6. WARRANTY DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PRECOGNITION LABS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PRECOGNITION LABS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS.

## **7. AVAILABILITY AND SUPPORT**

#### **7.1 No Uptime Guarantee in TOS.**

Provider shall use commercially reasonable efforts to make the Services available but does not guarantee any minimum uptime under these Terms. Customer acknowledges that Section 6 (Warranty Disclaimer) applies to the availability of the Services.

#### **7.2 Service Level Agreements.**

Any uptime commitments or service levels shall be set forth in a separate Service Level Agreement (“SLA”), if applicable. Provider may modify, update, or discontinue features of the Services from time to time, provided that such changes do not materially reduce the core functionality of the Services during an active Subscription Term.

## **8. THIRD-PARTY SERVICES**

The Services may interoperate with or rely on Third-Party Services. Provider does not control and is not responsible for Third-Party Services. Customer’s use of any Third-Party Services is subject to such third party’s terms and policies. Provider does not warrant the continued availability or functionality of Third-Party Services and shall not be liable for any interruption or failure caused by such Third-Party Services.

## **9. INTELLECTUAL PROPERTY**

#### **9.1 Ownership.**

Provider retains all intellectual property rights in the Services, Documentation, Extensions, and related technology.

#### **9.2 Customer Data Ownership; License.**

As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer hereby grants Provider a limited, non-exclusive, worldwide, royalty-free right to host, copy, transmit, process, and display Customer Data solely as necessary to provide, secure, and support the Services and to fulfill Provider’s obligations under the Services Agreement and these Terms. Provider will not access or use Customer Data for any other purpose except as expressly permitted in the Services Agreement, the DPA, or as required by law. Provider does not use Customer Data to train or fine-tune any general-purpose machine learning or AI models.

#### **9.3 Feedback.**

Customer grants Provider a perpetual, irrevocable, royalty-free license to use any feedback, suggestions, or improvements submitted by Customer for any purpose.

## **10. CONFIDENTIALITY**

Each Party agrees to maintain the confidentiality of the other Party’s Confidential Information and to use such information solely for purposes of fulfilling its obligations under the Services Agreement and these Terms.

To the extent Provider processes personal data on behalf of Customer, such processing shall be governed by the Parties' separate Data Processing Addendum ("DPA"), which is hereby incorporated by reference.

## **11. MUTUAL INDEMNIFICATION**

### **11.1 Provider Indemnification.**

Provider shall defend (or, at its option, settle) any third-party claim alleging that the Services, when used as authorized under these Terms, infringe such third party's intellectual property rights, and shall pay damages finally awarded (or amounts agreed in a settlement) in connection with such claim. Provider will have no obligation under this Section to the extent the claim arises from (a) Customer Data, (b) Customer's or Authorized Users' misuse of the Services, or (c) modification of the Services not authorized by Provider. If the Services become, or in Provider's opinion are likely to become, the subject of an infringement claim, Provider may, at its option: (i) procure the right for Customer to continue using the Services; (ii) modify the Services so they become non-infringing without materially reducing functionality; (iii) replace the Services with a non-infringing substitute with substantially similar functionality; or (iv) if none of the foregoing is commercially reasonable, terminate the affected Services and refund any prepaid fees covering the remainder of the then-current Subscription Term for the terminated portion of the Services.

### **11.2 Customer Indemnification.**

Customer shall indemnify Provider from claims arising out of:

- (a) Customer Data;
- (b) Customer's breach of these Terms;
- (c) Customer's violation of laws;
- (d) misuse of the Services by Customer or its Authorized Users.

### **11.3 Procedures.**

Indemnification is conditioned upon prompt notice, control of the defense, and cooperation.

### **11.4 Liability Cap Applies.**

The limitations of liability in Section 12 apply to each Party's indemnification obligations under this Section 11.

## **12. LIMITATION OF LIABILITY**

### **12.1 Maximum Liability.**

Provider's total aggregate liability for all claims arising out of or relating to these Terms, the Services Agreement, or the Services, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Customer to Provider for the Services during the **twelve (12) months** immediately preceding the event giving rise to the claim, to the maximum extent permitted by law. Except for a Party's indemnification obligations, breach of confidentiality, or willful misconduct, which shall not be subject to the foregoing liability cap.

### **12.2 Exclusion of Damages.**

In no event shall Provider be liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages, including lost profits, lost revenue, loss of goodwill, or loss of data.

### **12.3 Negotiability.**

The Parties may mutually agree to alternative liability limits in an Order Form during contract negotiations.

## **13. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER**

### **13.1 Mandatory Binding Arbitration.**

Any dispute or claim arising out of or relating to these Terms shall be resolved through binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, except as modified herein. The seat and venue of arbitration shall be Delaware, unless the Parties agree otherwise. The arbitration may be conducted virtually at the election of either Party.

### **13.2 Class Action Waiver.**

The Parties agree that all claims must be brought on an **individual basis** and expressly waive any right to participate in a class, collective, or representative action.

### **13.3 Opt-Out.**

Enterprise customers may negotiate alternative dispute provisions in a separately executed agreement.

**13.4 Arbitration Opt-Out.** Customer may opt out of the binding arbitration provision in Section 13.1 by sending written notice of their decision to opt out to **legal@precognitionlabs.ai** within **thirty (30) days** of the Effective Date of the Services Agreement. If Customer opts out, all disputes will be resolved exclusively in the courts located in Delaware.

## **14. GOVERNING LAW**

These Terms and all disputes arising out of or related to them shall be governed by the laws of the **State of Delaware**, without regard to conflict-of-law principles.

## **15. TERMINATION**

Either Party may terminate for material breach not cured within thirty (30) days after written notice. Upon termination, Customers must cease all use of the Services and uninstall any browser extensions.

### **15.1 Effect of Termination.**

Upon expiration or termination of the Services Agreement or an Order Form: (a) all rights granted to Customer under these Terms immediately cease and Customer must stop using the Services; (b) any outstanding payment obligations become immediately due and payable; and (c) Customer's right to export Customer Data will be governed by Sections 15.2 and 15.3 below.

### **15.2 Data Export.**

If Customer Data is stored within the Services at the time of termination or expiration, Customer may export such Customer Data for thirty (30) days following termination or expiration, unless prohibited by law or otherwise specified in the Parties' Data Processing Addendum.

### **15.3 Data Deletion.**

Following the export period, Provider will delete Customer Data in accordance with its data retention policies and the Parties' Data Processing Addendum, except to the extent retention is required by law.

### **15.4 Aggregated/De-Identified Service Data.**

Notwithstanding the foregoing, Provider may retain aggregated and/or de-identified data derived from operation of the Services that does not identify Customer or any individual, for purposes of security, analytics, and improving the Services.

## **16. GENERAL PROVISIONS**

### **16.1 Assignment.**

Customer may not assign these Terms without Provider's written consent except in connection with a merger, acquisition, or sale of substantially all assets, upon written notice.

### **16.2 Notices.**

All notices shall be sent to the contact information provided in the Order Form.

### **16.3 Entire Agreement.**



These Terms, together with the Services Agreement and any Order Forms, constitute the entire agreement between the Parties.

#### **16.4 Severability.**

If any provision is found unenforceable, the remainder remains in effect.

#### **16.5 Order of Precedence.**

In the event of any conflict between these Terms, an Order Form, and a separately executed master services agreement, the order of precedence shall be: (1) the master services agreement (if any), (2) the Order Form, and (3) these Terms.

#### **16.6 Survival.**

Sections that by their nature should survive termination or expiration will survive, including without limitation Sections 6 (Warranty Disclaimer), 9 (Intellectual Property), 10 (Confidentiality), 11 (Mutual Indemnification), 12 (Limitation of Liability), 13 (Dispute Resolution), 14 (Governing Law), 15 (Termination—post-termination obligations), and this Section 16.6.

## **17. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond that Party's reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental actions, pandemics, interruption or failure of the internet, utilities, or third-party hosting services. The affected Party shall use reasonable efforts to mitigate the effects of the event.