

END USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a legal entity) and Siscale AI Inc. (“Licensor”) for the Licensor’s software that accompanies this EULA, which may also include associated media, printed materials, and “online” or electronic documentation (collectively the “Software”). “Software” shall also include all related documentation, and updates and upgrades that replace or supplement the Software and are not distributed with a separate license.

BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE IN ANY MANNER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU DOWNLOAD, INSTALL OR USE THE SOFTWARE, THE TERMS AND CONDITIONS OF THIS EULA ARE FULLY ACCEPTED BY YOU. If you agree to these terms on behalf of an organization, you hereby represent to the Licensor that you are authorized to accept these terms on its behalf.

IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA OR DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS EULA, THEN DO NOT INSTALL, DOWNLOAD OR OTHERWISE USE THE SOFTWARE.

1. GRANT OF LICENSE. Licensor grants you the following rights provided that you comply with all terms and conditions of this EULA:

(a) Grant. Licensor hereby grants you a non-exclusive, non-transferable license, without rights to sublicense, to use the object code of the Software solely for your internal business purposes, provided such purpose is in accordance with the permitted uses of the Software as set forth in this EULA and the purpose for which the Software was designed as set forth in the applicable documentation for the Software, and to the extent permitted by your payment of applicable license fees. You may use the documentation accompanying the Software in connection with permitted uses of the Software.

(b) Installation and Use. Siscale AI Inc. is not responsible for installing the Software unless you purchase installation services from Siscale AI Inc. You may install, use, access, display and run the Software only in accordance with the documentation and guides provided by the Licensor.

(c) Copies. You may download the number of copies allowed by the Software's digital rights management from an authorized source. However, you may use the licensed number of copies of the Software on multiple computers or servers simultaneously, as specified in your license agreement up to the maximum quantity in the applicable Order. You may not make a copy of the Software available on a network where it could be used by multiple users at the same time. You may not make the Software available over a network where it could be downloaded by multiple users. You may make a single copy of the Software for back-up purposes, provided that such copy is not installed or used on any computer/server or accessed by any user, except as a replacement for a failed or damaged copy of the Software. At the time of registration of the Software, you may only register and put in use the most current version of the Software.

(d) Pre-Release. Any attempt to circumvent or interfere with Licensor’s authorized process for the distribution of pre-release Software may result in the termination of this EULA.

2. TRIAL LICENSES.

(a) General. If available, the Software may be activated with no-cost evaluation Software License Key(s).

(b) Evaluation License. If you activate the Software with an evaluation Software License Key ("Evaluation Product") you may use the Evaluation Product for 30 days (or such other period as agreed in writing by Licensor) (the "Trial Period") only to evaluate the suitability of the Evaluation Product for licensing on a for-fee basis.

(c) Trial Periods. If the Software was provided to you at no charge on a trial or evaluation basis, then the Software may be used only for the Trial Period, unless you purchase a further license to the Software at the end of the Trial Period.

(d) THE EVALUATION PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE EVALUATION PRODUCT THROUGH AND AFTER THE TRIAL PERIOD.

(e) No Support. Licensor has no duty to provide support to you during your use of the Evaluation Product.

3. RESERVATION OF RIGHTS AND OWNERSHIP. The Software is licensed, and not sold, to you for use only under the terms of this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Licensor or its suppliers own the title, copyright, and other intellectual property rights in the Software. Except as expressly licensed to you herein, Licensor and its suppliers reserve all right, title and interest in the Software and all associated copyrights, trademarks, and other intellectual property rights therein. The EULA is limited to the intellectual property rights of Licensor and its suppliers in the Software and does not include any rights to other intellectual property.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software by any means whatsoever, or alter, modify, enhance, or create a derivative work of the Software. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the software.

5. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide hosting services with the Software for third parties. You may not use the Software to provide commercial services to third-parties.

6. CONSENT TO USE OF DATA. You agree that Licensor and its affiliates may collect and use technical information gathered during any Trial Period or as part of the product support services provided to you, if any, related to the Software. Licensor may use this information to improve its products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. TRANSFER. During active support periods, you may move the Software to a different server or hosting environment; such transfer requires you to contact Licensor to approve such transfer by written request at contact@arcanna.ai. After the transfer, you must completely remove the Software from the former

server or hosting environment. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER EVALUATION PRODUCTS OR PRE-RELEASE COPIES OF THE SOFTWARE. YOU MAY NOT SUBLICENSE, RENT OR LEASE YOUR RIGHTS IN THE SOFTWARE OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED EXCEPT AS MAY BE EXPRESSLY PERMITTED IN THIS EULA.

8. TERMINATION. This EULA is effective until terminated. Your rights under this EULA will terminate immediately and automatically if you fail to comply with any of the terms and conditions of this EULA. Promptly upon termination, you must cease all use of the Software, destroy all copies of the Software in your possession or control, and, upon request of Licensor, certify such destruction. Licensor's termination of this EULA will not limit any of Licensor's other rights or remedies at law or in equity.

9. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Licensor may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Licensor reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

10. UPGRADES. To use Software identified as an upgrade, you must first be licensed for the Software identified by Licensor as eligible for the upgrade. Except as otherwise provided in writing, after upgrading, you may no longer use the Software that formed the basis for your upgrade eligibility.

11. SUPPORT AND SUBSCRIPTION SERVICES NOT INCLUDED. Licensor will not provide any support services under this EULA. This EULA does not give you any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Licensor at any time in the future. The Licensor may offer support services separately. Any supplemental software code or related materials that the Licensor provides to you as part of any support services are to be considered part of the Software and are subject to the terms and conditions of this EULA.

12. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

13. WARRANTY OF TITLE. The licensor warrants that it owns and/or has the right to license the Software.

14. DISCLAIMER OF WARRANTIES. THE EXPRESS WARRANTY IN SECTION 13 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY WARRANTIES OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 13 LICENSOR DOES NOT WARRANT THAT THE USE OR OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

15.1 Indemnification Against Liability for Infringement. Licensor shall indemnify you against all liabilities, claims and legal costs (including reasonable attorney fees) paid to or for the benefit of a third party arising from any third party claim or suit alleging that the Software infringes: (i) any copyright; (ii) the trade secret or trademark rights of any third party; or (iii) any U.S. patent existing on the date the Software in question is delivered to you. You shall promptly notify the Licensor in writing of any such third-party claim. No failure to notify the Licensor shall relieve Licensor of its obligations under this Agreement except to the extent that Licensor can demonstrate damages attributable to such failure. Licensor shall be entitled to have sole control over the defense and settlement of such claim; provided that you shall be entitled to participate in the defense of such claim and to employ counsel at your own expense to assist in the handling of such claim.

15.2 Limitations on Indemnification. Licensor shall have no liability for, and shall not indemnify you against, any infringement claim resulting from: (i) modification of any Software; (ii) combination of any Software with hardware, software or other intellectual property provided by anyone other than Licensor; (iii) use of a superseded or altered release of some or all of the Software or any modification thereof furnished under this EULA including, but not limited to, your failure to use corrections, fixes, or enhancements made available by Licensor; or (iv) use of any Software in any manner not expressly contemplated hereunder.

15.3 Repair or Replacement of Infringing Software. In the event of a third-party infringement claim, Licensor shall, at its sole election and expense: (i) procure for you the right to continue to use the Software pursuant to this EULA; (ii) replace or modify the Software to make it non-infringing while still complying with the terms of this EULA; or (iii) if none of the above options is reasonably available, refund the license fees associated with the infringing portion of the Software, minus depreciation based on a three-year useful life.

15.4 Applicability to Third-Party Products. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND WITH RESPECT TO THIRD-PARTY PRODUCTS. Licensor's sole responsibility as to Third-Party Products is to pass through any intellectual property warranties, indemnification and replacement provisions that Licensor receives from the vendors or suppliers of such Third-Party Products and which Licensor is allowed to pass on. **"Third-Party Product"** means application software products provided by third-party vendors, including operating system and application software with which the Software interfaces and which provides certain functionality essential to the operation of the Software.

15.5 EXCEPT AS OTHERWISE PROVIDED HEREIN, SECTIONS 15.1 THROUGH 15.4 STATE LICENSOR'S AND ITS THIRD-PARTY SUPPLIERS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

16. OPEN SOURCE Software. Certain items of software included with the Product Software are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Siscale AI Inc. makes such Open Source Software, and Siscale AI Inc.'s modifications to that Open Source Software, available by written request to Siscale AI Inc. at the email contact@arcanna.ai

17. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR OR ANY SUPPLIER, AND EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Licensor and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Licensor) shall be limited to actual, direct damages up to the amount actually paid by you for the Software. The foregoing limitations, exclusions and disclaimers (including Sections 14, 15, 16, and 17) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

19. APPLICABLE LAW. This EULA will be governed by the laws of the State of Delaware, of the United States of America, without regard to its choice of law principles. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Delaware state and federal courts. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Delaware or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this EULA nor to any dispute or transaction arising out of this EULA.

20. ENTIRE AGREEMENT; SEVERABILITY. This Agreement sets forth Licensor's entire liability and your exclusive remedy with respect to the Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Licensor with respect to the Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software. No amendment to or modification of this EULA will be binding unless made in writing and signed by the Licensor. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect the invalid, unenforceable or illegal provision shall be amended to achieve as closely as possible the effect of the original term.

21. INJUNCTIVE RELIEF. You agree that a breach of this EULA adversely affecting Licensor's proprietary rights in the Software may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

22. CONFIDENTIAL INFORMATION. You acknowledge and agree that the Software and all information emanating from the Software and Licensor's business in any form are valuable trade secrets of Licensor and "Confidential Information." You agree that you will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than your employees, agents or representatives), unless such duplication, use or disclosure is specifically authorized by Licensor in writing prior to any disclosure.

You shall use reasonable diligence, and in no event less than that degree of care that you use in respect to your own confidential information of like nature, to prevent the unauthorized disclosure or reproduction of the Confidential Information. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions and party shall keep detailed records of the location of all Confidential Information.

23. SURVIVAL. The provisions of this Section 23 and Section 3, 6, 8, 14, 16, 17, 18, 19, 20, 21 and 22 shall survive termination or expiration of this Agreement, for any reason.