

## TypeSafe AI, Inc. – Master Customer Agreement

Last updated (source): September 23, 2026

Retrieved: 2026-10-23

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Source: <https://typesafe.ai/legal/mca>

This Master Customer Agreement is between TypeSafe AI, Inc. (“TypeSafe”) and the entity identified as “Customer” in the order executed by TypeSafe and Customer, the checkout page on TypeSafe’s website, or the confirmation email generated by TypeSafe referencing this Agreement (the “Order”). This Agreement allows Customer to purchase access to certain of TypeSafe’s services specified in the Order. The term “Agreement” refers to the body of this Master Customer Agreement and the Order, collectively. TypeSafe and Customer are each individually a “Party” and together, the “Parties.” Acceptance of this Agreement is a condition to accessing and using the Services (defined below) or any part thereof. The Parties hereto agree as follows:

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY ACCEPTING THE AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER THAT REFERENCES THIS MASTER CUSTOMER AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THE AGREEMENT, YOU: (A) AGREE TO THE AGREEMENT ON BEHALF OF YOURSELF AS AN INDIVIDUAL, UNLESS YOU ARE USING THE SERVICES ON BEHALF OF AN ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY, IN WHICH CASE YOU AGREE TO THIS AGREEMENT ON BEHALF OF SUCH ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE AGREEMENT, YOU MUST NOT ACCEPT THE AGREEMENT AND MAY NOT ACCESS OR USE ANY SERVICES. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY AND AN AUTHORIZED REPRESENTATIVE OF THE ENTITY HAS ALREADY ACCEPTED THIS AGREEMENT ON BEHALF OF THE ENTITY OR ENTERED INTO A SEPARATE WRITTEN AGREEMENT REGARDING THE USE OF THE SERVICES (“SEPARATE AGREEMENT”) THAT IS IN EFFECT AS OF THE DATE ON WHICH YOU ACCEPT THIS AGREEMENT, THEN (I) THIS AGREEMENT WILL NOT APPLY TO YOU AND (II) YOUR AND SUCH ENTITY’S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SERVICES WILL REMAIN GOVERNED BY, AND SUBJECT TO, THE SEPARATE AGREEMENT.

**ARBITRATION NOTICE.** Except for certain kinds of disputes described in Section 15, Customer agrees that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, CUSTOMER AND TYPESAFE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

### 1. Overview.

Subject to the terms and conditions of this Agreement, TypeSafe will make available to Customer the TypeSafe-hosted web interface available at <https://console.typesafe.ai> (the “Web Interface”) and the TypeSafe-hosted application programming interface made available by TypeSafe to Customer (the “API,” and together with the Web Interface, the “Services”).

### 2. Services

#### 2.1. License.

Subject to the terms and conditions of this Agreement and Customer’s continued compliance therewith, including Customer’s compliance with the usage limits set forth in the Order (“Usage Limits”), TypeSafe grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to: (a) access and use the Services in accordance with the applicable documentation made available by TypeSafe from time to time (“Documentation”); and (b) integrate the API with one or more Customer Applications in accordance with Section 2.2 (Customer Applications).

#### 2.2. Customer Applications.

The license set forth in Section 2.1 (License) includes the right to include the API into one or more software applications developed and operated by Customer for the benefit of Customer’s end users (“End Users”) in accordance with the Documentation and the terms of this Agreement (each, a “Customer Application”). Customer shall ensure that each Customer Application complies with applicable laws and regulations (“Law”) and does not violate or infringe third-party rights.

#### 2.3. License Restrictions.

Customer will not do (and will not attempt to do), and will not allow Customer Applications, or any of Customer's directors, officers, employees, agents or contractors to do, any of the following: (a) sell, lease, loan, distribute, sublicense, disclose, or otherwise offer or make the Services available as a standalone service; (b) use the Services or any Output (defined below) to perform model distillation, train a model to imitate the output of the Services, or develop (or to facilitate the development of) a similar or competing product or service; (c) reverse engineer, decompile, disassemble, or attempt to access or derive the source code or underlying data with respect to the Services, including the underlying ideas, algorithms, structure, or organization with respect to any of the foregoing; (d) modify or create derivative works of the Services; (e) remove or obscure any proprietary notices in or on the Services; (f) interfere with the operation of the Services; (g) bypass, avoid, remove, deactivate, or otherwise circumvent: (1) any access restrictions; or (2) any other software protection mechanisms in the Services, including any such mechanism used to restrict or control the functionality of any of the foregoing, or conduct any security or vulnerability test with respect to any of the foregoing; (h) transmit any viruses or other harmful materials to or through the Services; (i) take any action that risks harm to others or to the security, availability, or integrity of the Services; (j) exceed any Usage Limits; (k) access the Services other than as expressly permitted in this Agreement in accordance with the Documentation; (l) access or use the Services in a manner that violates TypeSafe's Acceptable Use Policy (available at <http://typesafe.ai/legal/acceptable-use-policy>); or (m) access or use the Services or Output in a manner that violates any law or third-party rights, or otherwise in violation or non-conformity with any terms or conditions of this Agreement or the Documentation.

#### 2.4. Access Credentials; Customer Users.

Customer and its personnel may only access the Services through the mechanisms designed by TypeSafe, including an API key (in the case of the API) and a username and password (in the case of the Web Interface) (collectively, "Access Credentials"). Customer will not authorize or enable any person or entity who is not an employee or independent contractor of Customer ("Customer User") to access or use the Web Interface. Customer will ensure that each Customer User keeps the Access Credentials confidential and does not share them with anyone else. Customer is responsible for all actions taken in connection with, or through an account associated with, Access Credentials (excluding misuse of Access Credentials caused by TypeSafe's breach of the Agreement). Customer will promptly notify TypeSafe if it becomes aware of any compromise of any Access Credentials. TypeSafe may collect, access, view, use, disclose, transfer, transmit, store, host, or otherwise process ("Process") the Access Credentials in connection with TypeSafe's provision of the Services or for TypeSafe's internal business purposes. Customer will be responsible for the acts and omissions of Customer Users in connection with this Agreement as though such acts and omissions were Customer's own.

#### 2.5. Updates.

Customer acknowledges and agrees that TypeSafe may from time to time update the Services, and that such changes may result in the API's becoming incompatible with a Customer Application. TypeSafe will use commercially reasonable efforts to provide advance notice of any updates to the API that TypeSafe believes will materially and adversely impact Customer's ability to integrate the API with Customer Applications.

#### 3. Support.

During the Term, TypeSafe will use commercially reasonable efforts to support the Services in accordance with its standard support policies designed to ensure the Services operate in accordance with the applicable Documentation ("Support"). Customer may email TypeSafe at [support@typesafe.ai](mailto:support@typesafe.ai) to request Support.

#### 4. Data

##### 4.1. Use of Customer Data.

Customer hereby grants TypeSafe a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to service providers), non-transferable (except as set forth in Section 16.1 (Assignment)) right to use, copy, store, disclose, transmit, transfer, display, modify, create derivative works from, and otherwise Process (a) during the Term, any data, files, queries, and other materials that Customer (includ

ing Customer Users or End Users) inputs or makes available to TypeSafe, including through the Services or any Customer Application integrated therewith (collectively, “Input”) solely to perform its obligations set forth in the Agreement, including to generate outputs from the Services that are delivered to Customer (such outputs, “Output,” and, collectively with Input, “Customer Data”), (b) during the Term, any Customer Data to provide the Services and calculate Fees, and (c) in perpetuity, any Customer Data (i) to derive and generate Telemetry, (ii) to monitor for fraud and abuse of the Services, and (iii) as necessary to comply with applicable Laws. The foregoing license does not grant TypeSafe the right to, and TypeSafe will not, include Customer Data in a dataset used to train (i.e., to modify the model weights of) any artificial intelligence or machine learning models without Customer’s prior consent.

#### 4.2. Output.

As between Customer and TypeSafe and to the extent permitted by Laws, TypeSafe does not claim ownership of Input and TypeSafe disclaims ownership of Output. TypeSafe hereby assigns to Customer all of its right, title, and interest, if any, in the Output.

#### 4.3. Telemetry.

“Telemetry” means information generated in connection with the Services, such as technical logs, hashes, summary statistics and classifications, metrics, and learnings related to Customer’s use of the Services. TypeSafe may Process Telemetry without restriction, including to improve the Services or TypeSafe’s other products and services.

#### 4.4. DPA.

The terms of the Data Processing Agreement currently available at <https://typesafe.ai/data-processing> are incorporated herein by reference.

#### 5. Customer Obligations.

Customer is responsible for Input, including its content and accuracy, and will comply with Laws when using the Services. Customer represents, warrants, and covenants that it has made all disclosures, has provided all notices, and has obtained (and will maintain) all rights, consents, and permissions necessary for TypeSafe to exercise the rights granted to it in this Agreement (including the rights granted with respect to Input) without violating or infringing Laws or third-party rights. Customer is responsible for the acts and omissions of Customer Users and End Users in connection with the Agreement as though such acts and omissions were Customer’s own.

#### 6. Suspension of Services.

TypeSafe may immediately suspend Customer’s access to any or all of the Services if: (a) Customer breaches or otherwise violates Section 2.3 (License Restrictions), Section 2.4 (Access Credentials; Customer Users), Section 5 (Customer Obligations), or Section 8.2(b) (Promotional Credits); (b) any payments required under this Agreement are overdue by 30 days or more; (c) changes to Laws or new Laws require that TypeSafe suspend a Service or otherwise may impose additional liability on the part of TypeSafe; or (d) Customer’s actions risk harm to any of TypeSafe’s other customers or the security, availability, or integrity of the Services or any TypeSafe systems, products, or services. Where practicable, TypeSafe will use commercially reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, TypeSafe will restore Customer’s access to the Services.

#### 7. Third-Party Platforms.

The Services may support integration with third-party platforms, add-ons, services, or products not provided by TypeSafe (“Third-Party Platforms”). Use of any Third-Party Platforms integrated with or made available through the Services is subject to Customer’s agreement with the relevant provider and not this Agreement. TypeSafe does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services. By enabling a Third-Party Platform to interact with the Services, Customer authorizes TypeSafe to access and exchange Customer Data with such Third-Party Platform on Customer’s behalf.

#### 8. Fees and Payment

##### 8.1. Payment Terms.

All fees, charges, and all other amounts due pursuant to the Order ("Fees") will be paid in US dollars unless otherwise set forth in the Order. Unless otherwise set forth in the Order, all Fees are due within 30 days after the invoice date.

## 8.2. Credits.

In order to generate Output or otherwise use the Services, Customer must obtain TypeSafe-managed credits that are consumed by each Input submitted to the Services through Customer's account (each, a "Credit"). Credits include Credits purchased by Customer in accordance with Section 8.2(a) ("Purchased Credit") and Credits that TypeSafe, at its sole discretion, issues to Customer at no cost to Customer as described in Section 8.2(b) ("Promotional Credits"). The rate at which Credits are consumed may vary based on account settings, including the model used by Customer to generate Output, as may be indicated to Customer on the Services. Customer may view Customer's current Credit balance in Customer's account. Credits (y) are not redeemable, refundable, transferable, or legal tender or currency, and (z) do not constitute or confer upon Customer any personal property right.

### (a) Purchased Credits.

Unless otherwise set forth in the Order, (i) Purchased Credits expire on the earlier of (y) the end of the Term and (z) the date that is 12 months after the purchase date, and (ii) if Customer's Credit balance reaches zero (or falls below the applicable threshold) or Customer submits Input through the Services after all Credits have been consumed, then (y) if Customer has opted in to automatic Purchased Credit refills, TypeSafe will automatically add to Customer's Credit balance a number of Credits equal to the refill dollar amount of Purchased Credits that Customer selected at the time of the opt in, or (z) if Customer has not opted in to automatic Purchased Credit refills, TypeSafe may decline to generate Output in response to Customer's submission of Input.

### (b) Promotional Credits.

TypeSafe may, but has no obligation to, issue Promotional Credits to Customer. Promotional Credits are subject to any additional terms made available to Customer by TypeSafe at the time of issuance, including terms with respect to expiration, revocation, or other limitations on Promotional Credits. If Customer has Promotional Credits, then such Promotional Credits will be consumed prior to the consumption of any of Customer's then-available Purchased Credits. Customer will not, and will not permit any Customer User to, create more than one account for the purpose of receiving additional Promotional Credits or avoiding any restriction or obligation in this Agreement.

## 8.3. Late Payments.

Late Fees are subject to a service charge of 1.5% per month or the maximum amount allowed by Laws, whichever is less.

## 8.4. Taxes.

Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Fees, whether domestic or foreign, other than TypeSafe's income tax ("Taxes"). Fees are exclusive of all Taxes.

## 9. Warranties and Disclaimers

### 9.1. Service Warranty.

TypeSafe warrants to Customer that the Services will perform materially as described in its Documentation ("Service Warranty"). The Service Warranty does not apply to: (a) issues caused by Customer's or Customer Users' misuse of the Services; (b) issues in or caused by Third-Party Platforms or other third-party systems; or (c) use of the Services other than in accordance with the Documentation.

### 9.2. Service Warranty Remedy.

If TypeSafe breaches the Service Warranty during the Term and Customer makes a reasonably detailed written warranty claim to TypeSafe within 30 days of discovering a breach of the Service Warranty, then TypeSafe will use reasonable efforts to correct the non-conformity. If TypeSafe cannot do so within 30 days of receipt of Customer's warranty claim, either Party may terminate the Agreement without penalty and TypeSafe will then refund to Customer any pre-paid, unused Fees for the incomplete portion

of the Term. This Section sets forth Customer's exclusive remedy and TypeSafe's entire liability for breach of the Service Warranty.

### 9.3. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 (SERVICE WARRANTY), THE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE". TYPESAFE, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. TYPESAFE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT TYPESAFE WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. TYPESAFE IS NOT LIABLE FOR DELAYS, FAILURES, OUTAGES, DECREASED FUNCTIONALITY, NON-PERFORMANCE, UNAVAILABILITY OF THE SERVICES, OR OTHER PROBLEMS: (A) INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE TYPESAFE'S CONTROL; OR (B) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY CUSTOMER ACCESS OR USE OF ANY SERVICES IN VIOLATION OR NON-CONFORMITY WITH THIS AGREEMENT (INCLUDING SECTION 2.3 (LICENSE RESTRICTIONS) OR SECTION 2.4 (ACCESS CREDENTIALS; CUSTOMER USERS)), ANY USAGE LIMITS OR TYPESAFE ENFORCEMENT THEREOF, OR APPLICABLE LAWS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) THE SERVICES MAY PRODUCE INACCURATE OR ERRONEOUS OUTPUT; (II) CUSTOMER IS RESPONSIBLE FOR INDEPENDENTLY EVALUATING THE OUTPUT; AND (III) DUE TO THE NATURE OF THE SERVICES AND ARTIFICIAL INTELLIGENCE TECHNOLOGIES GENERALLY, OUTPUT MAY NOT BE UNIQUE AND OTHER USERS OF THE SERVICES MAY RECEIVE OUTPUT FROM THE SERVICES THAT IS SIMILAR OR IDENTICAL TO THE OUTPUT (AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUCH SIMILAR OR IDENTICAL OUTPUT WILL NOT BE UNDERSTOOD TO BE OUTPUT HEREUNDER).

## 10. Term and Termination

### 10.1. Term.

This Agreement will be effective beginning on the start date specified in the Order and will remain in effect until the Order expires in accordance with its terms, unless earlier terminated pursuant to the terms of this Agreement (the "Term").

### 10.2. Termination.

Either Party may terminate this Agreement and the Order if the other Party: (a) fails to cure a material breach of this Agreement (including a failure to pay Fees, or any violation of Section 2.3 (License Restrictions) or Section 2.4 (Access Credentials; Customer Users)) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that Party and not dismissed within 60 days.

### 10.3. Effect of Termination.

Upon expiration or termination of this Agreement: (a) the license granted pursuant to Section 2.1 (License) will terminate; (b) Customer will immediately cease all use of the Services; and (c) TypeSafe will have no obligation to provide any compensation or refund for any prepaid amounts not consumed as of the effective date of such termination or expiration. For avoidance of doubt, both during the Term, and following the date of expiration or earlier termination of the Agreement, TypeSafe will be under no obligation to store or retain Customer Data and may delete Customer Data at any time in its sole discretion. Customer Confidential Information may be retained in TypeSafe's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality restrictions.

### 10.4. Survival.

These Sections survive expiration or termination of this Agreement: 2.3 (License Restrictions), 4.1 (Use of Customer Data), 4.3 (Telemetry), 5 (Customer Obligations), 8 (Fees and Payment), 9 (Warranties and Disclaimers), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Ownership), 12 (Limitations of Liability), 13 (Indemnification), 14 (Confidentiality), 15 (Dispute Resolution and Arbitration), and 16 (General Terms). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a Party may have.

## 11. Ownership.

Neither Party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the Parties, Customer retains all intellectual property rights in its Input provided to TypeSafe hereunder. Except for the limited license granted pursuant to Section 2.1 (License), TypeSafe and its licensors retain all intellectual property rights and other rights in and to the Services, Documentation, Telemetry, and TypeSafe technology, processes, methodologies, and ideas. If Customer provides TypeSafe with feedback, bug reports, or suggestions regarding the Services or other TypeSafe technology, TypeSafe may use and exploit the feedback or suggestions without restriction or obligation.

## 12. Limitations Of Liability

### 12.1. Consequential Damages Waiver.

EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW) AND TO THE FULLEST EXTENT PERMITTED BY LAWS, NEITHER PARTY (NOR ITS SUPPLIERS OR LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

### 12.2. Liability Cap.

EXCEPT FOR EXCLUDED CLAIMS, AND TO THE FULLEST EXTENT PERMITTED BY LAWS, EACH PARTY'S (AND ITS SUPPLIERS' AND LICENSORS') ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TYPESAFE PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT AND (B) \$50 USD.

### 12.3. Excluded Claims.

"EXCLUDED CLAIMS" MEANS: (A) CUSTOMER'S FAILURE TO PAY AMOUNTS DUE UNDER SECTION 8 (FEES AND PAYMENT); (B) CUSTOMER'S BREACH OF SECTION 2.3 (LICENSE RESTRICTIONS), SECTION 2.4 (ACCESS CREDENTIALS; CUSTOMER USERS) OR SECTION 5 (CUSTOMER OBLIGATIONS); OR (C) A PARTY'S PAYMENT OBLIGATIONS UNDER THE INDEMNITY SET FORTH IN SECTION 13 (INDEMNIFICATION).

### 12.4. Nature of Claims and Failure of Essential Purpose.

The waivers and limitations in this Section 12 (Limitations of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## 13. Indemnification

### 13.1. Indemnification by TypeSafe.

TypeSafe will defend Customer against any third-party claim alleging that the Services, as delivered to Customer, infringe or misappropriate a third-party's U.S. patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by TypeSafe, resulting from the claim.

### 13.2. Indemnification by Customer.

Customer will defend TypeSafe from and against any third-party claim to the extent (a) relating to Input, (b) relating to Customer Applications and not resulting from a breach by TypeSafe of this Agreement, (c) arising out of or resulting from facts or circumstances that, if true, would result in Customer's breach of Section 2.3 (License Restrictions), Section 2.4 (Access Credentials; Customer Users), or Section 5 (Customer Obligations), or (d) brought by an End User and related to the subject matter of this Agreement, and, in each case of (a) through (d), will indemnify and hold harmless TypeSafe against any damages and costs awarded against TypeSafe (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

### 13.3. Procedures.

The indemnifying Party's obligations in this Section 13 (Indemnification) are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to

o control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified Party, at the indemnifying Party's expense for reasonable out-of-pocket costs. The indemnifying Party may not settle any claim without the indemnified Party's prior consent if settlement would require the indemnified Party to admit fault or take or refrain from taking any action (other than relating to use of the Services, when TypeSafe is the indemnifying Party). The indemnified Party may participate in a claim with its own counsel at its own expense.

#### 13.4. Mitigation.

In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as TypeSafe determines necessary to avoid material liability, TypeSafe may at its option: (a) procure rights for Customer's continued use of the Services; (b) replace or modify the allegedly infringing portion of the Services to avoid infringement or misappropriation without reducing the Services' overall functionality; or (c) terminate the Agreement and the Order and refund to Customer any pre-paid, unused Fees for the terminated portion of the Term.

#### 13.5. Exceptions.

TypeSafe's obligations in this Section 13 (Indemnification) do not apply: (a) to infringement or misappropriation resulting from Customer's use of the Services in combination with items not provided by TypeSafe (including Third-Party Platforms); (b) to unauthorized access to or use of the Services, or other use in non-conformity in any respect, with this Agreement; (c) if Customer settles or makes any admissions about a claim without TypeSafe's prior consent; (d) with respect to any claim, directly or indirectly, in whole or in part, arising from, based on, or involving any fault, negligence, misconduct, default, violation of applicable Law or third-party right of Customer or its affiliates, directors, officers, employees, agents, or contractors; or (e) Output.

#### 13.6. Exclusive Remedy.

THIS SECTION 13 (INDEMNIFICATION) SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND TYPESAFE'S ENTIRE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

### 14. Confidentiality

#### 14.1. Definition.

"Confidential Information" means information disclosed to the receiving Party ("Recipient") under this Agreement that is designated by the disclosing Party ("Discloser") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Notwithstanding anything to the contrary, including Section 14.3 (Exclusions), TypeSafe's Confidential Information includes the Access Credentials, Documentation, Customer's Fees and all pricing information, the terms and conditions of this Agreement, and all other non-public information with respect to the Services or any other TypeSafe product or service.

#### 14.2. Obligations.

As Recipient, each Party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.1 (Use of Customer Data); and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know (including, where TypeSafe is Recipient, the subcontractors referenced in Section 16.10 (Subcontractors)), provided it remains responsible for their compliance with this Section 14 (Confidentiality) and they are bound to confidentiality obligations no less protective than this Section 14 (Confidentiality).

#### 14.3. Exclusions.

These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of the receiving Party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

#### 14.4. Remedies.

Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 14 (Confidentiality).

#### 14.5. Required Disclosures.

Nothing in this Agreement prohibits either Party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other Party in advance and cooperates in any effort to obtain confidential treatment.

### 15. Dispute Resolution and Arbitration

#### 15.1. Generally.

Except as described in Section 15.2 (Exceptions), the Parties agree that every dispute arising in connection with this Agreement, the Services, or communications between the Parties will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator. CUSTOMER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND TYPESAFE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

#### 15.2. Exceptions.

Although the Parties are agreeing to arbitrate most disputes between them, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either Party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) file suit in a court of law to address an intellectual property infringement claim.

#### 15.3. Arbitrator.

This arbitration agreement, and any arbitration between TypeSafe and Customer, is subject to the Federal Arbitration Act and will be administered by the JAMS (a) if Customer is an individual, then under the rules applicable to consumer disputes and (b) if Customer is a business, then under the JAMS Comprehensive Arbitration Rules and Procedures (as applicable, the "JAMS Rules") as modified by this Agreement. The JAMS Rules and filing forms are available online at [www.jamsadr.com](http://www.jamsadr.com), by calling the JAMS at +1-800-352-5267 or by contacting TypeSafe.

#### 15.4. Commencing Arbitration.

Before initiating arbitration, a Party must first send a written notice of the dispute to the other Party by certified U.S. Mail or by Federal Express (signature required) or, only if that other Party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). TypeSafe's address for Notice is: TypeSafe AI, Inc., 255 California St, Suite 1300, San Francisco, CA 94117. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). The Parties will make good faith efforts to resolve the claim directly, but if the Parties do not reach an agreement to do so within thirty (30) days after the Notice of Arbitration is received, Customer or TypeSafe may commence an arbitration proceeding. The payment of all fees will be governed by the JAMS Rules.

#### 15.5. Arbitration Proceedings.

Any arbitration hearing will be conducted by telephone, based on written submissions, video conference, or in person in The City and County of San Francisco, California unless the Parties agree otherwise. During the arbitration, the amount of any settlement offer made by Customer or TypeSafe must not be disclosed to the arbitrator until

il after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

#### 15.6. Arbitration Relief.

Except as provided in Section 15.7 (No Class Actions), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator's award shall be final and binding on all Parties, except (a) for judicial review expressly permitted by law or (b) if the arbitrator's award includes an award of injunctive relief against a Party, in which case that Party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

#### 15.7. No Class Actions.

CUSTOMER AND TYPESAFE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN CUSTOMER'S OR TYPESAFE'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 15.8. Enforceability.

If Section 15.7 (No Class Actions) or the entirety of this Section 15 (Dispute Resolution and Arbitration) is found to be unenforceable, then the entirety of this Section 15 (Dispute Resolution and Arbitration) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 16.2 (Governing Law; Jurisdiction and Venue) will govern any action arising out of or related to this Agreement.

### 16. General Terms

#### 16.1. Assignment.

Neither Party may assign this Agreement without the prior consent of the other Party, except that TypeSafe may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

#### 16.2. Governing Law, Jurisdiction and Venue.

This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in The City and County of San Francisco, California and both Parties submit to the personal jurisdiction of those courts for resolution of any lawsuit or court proceedings permitted under this Agreement.

#### 16.3. Attorneys' Fees and Costs.

The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

#### 16.4. Publicity.

Nothing in this Agreement grants either Party the right to use the name, brand, or logo of the other Party, and neither Party may publicly announce that the Parties have entered into the Agreement, except with the other Party's prior consent or as required by Laws; provided, however, that TypeSafe may use the name, brand, or logo of Customer (or Customer's parent company) for the purpose of identifying Customer as a licensee or customer on TypeSafe's website or in other promotional materials, or as part of a list of TypeSafe's customers in a press release or other public relations materials announcing Customer's use of the Services. TypeSafe will cease further use of such assets at Customer's written request.

#### 16.5. Notices.

Except as set out in this Agreement, any notice or consent under this Agreement must

be in writing and sent to 255 California St, Suite 1300, San Francisco, CA 94117 or sales@typesafe.ai if to TypeSafe or to the address or email address specified on the Order if to Customer, and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); (c) one day after dispatch if by a commercial overnight delivery service; or (d) upon the earlier of the receipt of a confirmation email or one day after sending if by email. Either Party may update its address with notice to the other Party pursuant to this Section. TypeSafe may also send operational notices to Customer by email or through the Services.

#### 16.6. Entire Agreement.

This Agreement (which includes the Order) is the Parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation.

#### 16.7. Amendments.

Except as expressly set forth herein, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each Party's authorized representatives or, as appropriate, agreed through electronic means provided by TypeSafe. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by TypeSafe; any of these Customer documents are for administrative purposes only and have no legal effect. Notwithstanding the foregoing, TypeSafe may from time to time notify Customer of updates to this Agreement (including by displaying a notification on the Services). Unless a later date is specified by TypeSafe, such updated version of this Agreement will become effective on a going forward basis on the date that is at least 60 days after the date on which TypeSafe provided such notice to Customer.

#### 16.8. Waivers and Severability.

Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

#### 16.9. Force Majeure.

TypeSafe is not liable for any delay or failure to perform any obligation under this Agreement due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster.

#### 16.10. Subcontractors.

TypeSafe may use subcontractors and permit them to exercise TypeSafe's rights, but TypeSafe remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

#### 16.11. Independent Contractors.

The Parties are independent contractors, not agents, partners, or joint venturers.

#### 16.12. Export.

Customer will comply with all relevant U.S. and foreign export and import Laws in using the Services. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use Services in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

#### 16.13. Government End-Users.

Elements of the Services may include commercial computer software. If Customer or Customer Users are an agency, department, or other entity of the United States Government, then the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with

Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

#### 16.14. Conflicts in Interpretation.

If there are inconsistencies or conflicts between the terms of the body of this Agreement and the Order, the terms of the Order will control to the extent of the conflict.