

USERTRACE ENTERPRISE TERMS OF USE

Last Updated: June 15, 2025

These UserTrace Terms of Use (the "**Terms**") are entered into between UserTrace, Inc. ("**UserTrace**") and the entity that is identified as the customer at the time of placement of an order ("**Order**") for the purchase of the Services ("**Customer**") and governs Customer's access to and use of the Services purchased pursuant to an Order through the getusertrace.com website. These Terms and the Order (together with any DPA, and attached exhibits or schedules) constitute the complete understanding between the parties on the subject matter herein ("**Agreement**") and is effective on the earlier of: (a) the date that the Order is placed, or (b) Customer's initial access to and use of the Platform ("**Effective Date**"). By placing an Order and/or otherwise accessing or using the Platform or agreeing to these Terms (including via clickthrough acceptance), Customer agrees to be bound by these Terms and the other terms and conditions of the Agreement. If Customer does not accept these Terms, Customer is not authorized to access or use the Platform or Services. Please note that these Terms are subject to change by UserTrace in its discretion at any time. When changes are made to these Terms, UserTrace will make a copy of the updated Terms available to Customer via email or at the UserTrace website and update the "Last Updated" date at the top of these Terms. If UserTrace makes material changes to these Terms, UserTrace will provide written notice of such material changes and attempt to notify Customer by sending an email notice to Customer. Any changes to the Terms will be effective upon the earlier of (a) thirty (30) days after the "Last Updated" date at the top of these Terms, or (b) Customer's consent to and acceptance of the updated Terms if UserTrace provides a mechanism for Customer's immediate acceptance in a specified manner (e.g., clickthrough acceptance), which UserTrace may require before further access to and use of the Platform or Services is permitted.

1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Services.

1.2 "Aggregated Data" means data and information related to Customer Data and/or Customer's use of the Services that is used by UserTrace in an aggregate and de-identified manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.3 "Applicable Data Protection Laws" means any applicable Laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, processing or transfer of the Personal Data or that govern the rights of Authorized Users or other data subjects with regard to that Personal Data.

1.4 "Authorized User" means any individual who is an employee or independent contractor of Customer, or such other individual, as may be authorized by the Customer to access the Services pursuant to Customer's rights under this Agreement.

1.5 "Connected Accounts" means any third-party platform, website, or service, connected to, or integrated with, the Platform or Services, or accessed in connection with the Services, by or on behalf of Customer, including observability tools (such as LangSmith, LangFuse, Datadog), development platforms, or other AI agent infrastructure services accessed by application programming interface or use of Customer's account credentials.

1.6 "Connected Account Data" means any data collected from, or provided by, any Connected Account.

1.7 "Customer Data" means, other than Aggregated Data, (a) Connected Account Data; (b) AI Agent Data; (c) Simulation Data; and (d) information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the use of the Platform or Services, including via CSV upload, API integration, or application programming interface.

1.8 "Documentation" means UserTrace-provided user documentation, in all forms, relating to the Services and Platform in hard copy or electronic form (e.g. user manuals and online help files).

1.9 "AI Agent Data" means conversation logs, user traces, agent responses, tool calls, API configurations, model parameters, performance metrics, and other data related to AI agents that is input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available for processing by or through the Services.

1.10 "Simulation Data" means synthetic user personas, simulated conversation scenarios, evaluation criteria, test results, and other data generated through UserTrace's simulation platform for multi-turn AI agent testing and evaluation.

1.11 "Integration Tools" means any coding, programming or design techniques, architecture, methodology, APIs, functions, software code, applications, knowledge, experience, and know how developed by UserTrace related to the integration, implementation, connection and/or onboarding of any Connected Account. For clarity, Integration Tools do not include Connected Accounts, including access credentials to any Connected Accounts, or any confidential information of Customer.

1.12 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 "Law(s)" means with respect to any party, in each case to the extent applicable to such party, its property, the Services or in connection with this Agreement, any federal, national, provincial, state, county, municipal or local law, ordinance, statute, rule, regulation, code, policy, notice, treaty, judgment, executive order, decree, injunction, permit, issuance or other determination or finding of any governmental authority which is legally enforceable by a governmental entity.

1.14 "Output" means the content, data, information, recommendations, insights, evaluation results, simulation reports, and other materials that are generated through the Services by or for Customer through the Processing (including by application of analytics, data enrichment, data discovery, artificial intelligence or machine learning) of Customer Data and/or AI Agent Data included as part of the Services.

1.15 "Personal Data" means any information relating to an identified or identifiable natural person, and all information that is "personal data," "personal information," or "personally identifiable information" under Applicable Data Protection Laws.

1.16 "Platform" means UserTrace's simulation platform designed to simulate realistic user journeys, run full agent conversations, identify failure points, and deliver actionable insights for multi-turn AI agents. "Platform" includes all new versions updates, revisions, improvements and any associated user interfaces and related technology that UserTrace makes available pursuant to this Agreement.

1.17 "Processing" (including "Process", "Processes", "Processed", and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

1.18 "Services" means UserTrace's provision of access to the Platform and features and functionality made available through the Platform, including AI agent simulation, evaluation, testing, and analytics services.

2. PROVISION OF SERVICES

2.1 License to Platform. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, UserTrace grants to Customer a non-exclusive, non-transferable license during the term, solely for use by Authorized Users in accordance with the terms and conditions herein, (a) to access and use the features and functions of the Platform as required for use of the Services and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services. Such use is limited to Customer's internal business use.

2.2 Connected Accounts. In order to access certain of the features and functions of the Services, Customer may be required to link or provide access to its Connected Accounts to the Platform or

Services. By granting UserTrace access to any Connected Account, (i) Customer represents and warrants that it is entitled to disclose any log-in information provided by Customer in connection therewith (if applicable) and/or to grant UserTrace access to such Connected Accounts, (ii) Customer represents and warrants that it is in good standing with respect to such Connected Accounts, and (iii) Customer acknowledges that UserTrace may access Connected Account Data so that it may be used in accordance with the terms of this Agreement. Customer further acknowledges and agrees that each Connected Account, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Connected Account. UserTrace will have no liability for any unavailability of any Connected Account, or any third-party provider's decision to discontinue, suspend or terminate any Connected Account.

2.3 Personal Data. Before providing to UserTrace or enabling UserTrace to Process any Personal Data, Customer will enter into a Data Processing Addendum ("DPA") with UserTrace. If Customer has not entered into a DPA, Customer represents, warrants and covenants that no Personal Data Processed by UserTrace under this Agreement is subject to Applicable Data Protection Laws and that Customer has anonymized any such Personal Data such that it cannot reasonably be linked to an identified or identifiable person. Any Personal Data that is subject to Applicable Data Protection Laws shall be governed by the DPA and shall not be Confidential Information (defined herein). In the event of a conflict between any provision of the DPA and this Agreement, the provision providing the higher level of privacy or data protection shall govern.

2.4 Third-Party Services. The Services may include, or be dependent on, certain third-party data, software components, application programming interfaces, and other products and services (the "Third-Party Services"). UserTrace agrees that throughout the Term, UserTrace will make commercially reasonable efforts to maintain all rights and licenses in and to the Third-Party Services that are necessary to ensure that Customer and its Authorized Users can use the Platform and Services in the manner contemplated in this Agreement. USERTRACE, NOT BEING THE OWNER, OPERATOR, SUPPLIER, OR PRODUCER OF THE THIRD-PARTY SERVICES NOR THEIR AGENT, DOES NOT ENDORSE ANY THIRD-PARTY SERVICES, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY SERVICES AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.5 Necessary Equipment and Software. Customer must provide all equipment and software necessary to connect to the Services, including but not limited to, a computer or mobile device and internet connection that is suitable to access and use the Platform. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. Pilot Services

3.1 General. During the period when Customer is receiving the Services under an evaluation license ("Pilot Services"), the terms and conditions of this Section 3 shall apply and those in Sections 2.1 (License to Platform) and 9 (Indemnification by UserTrace) (collectively, the "Inapplicable Provisions")

do not apply. Reference Section 2.1 (Subscription Rights) for the terms applicable to a commercial subscription to the Services.

3.2 Promotional Credits. During the Pilot Period (defined below), UserTrace will make available at its sole discretion certain credits for promotional purposes as part of the Pilot Services ("Promotional Credits"). Promotional Credits may expire in accordance with any terms set forth on such credits. No purchase is necessary to be eligible to receive Promotional Credits. Promotional Credits are eligible for redemption for Pilot Services in the same manner as any paid for credits, but the redemption value of such Promotional Credits may be different from paid credits. For avoidance of doubt, Promotional Credits have no cash value, cannot be reloaded, resold, transferred for value, traded or sold on secondary markets, redeemed for cash, or applied to any other account or subscription, except to the extent required by law. No fees, including inactivity fees, are imposed by UserTrace with respect to Promotional Credits.

3.3 Evaluation License and Term. Subject to the terms and conditions of this Agreement (excluding the Inapplicable Provisions), UserTrace hereby grants Customer and its Authorized Users a non-exclusive, non-transferable (except in connection with a permitted assignment) license (i) to access and use the Services in accordance with the Documentation for the purposes of internally evaluating the performance and functionality of the Services on an evaluation basis until the earlier of (a) the date that Customer has used all of its Promotional Credits provided as part of the Pilot Services or (b) the date Customer elects to commence the commercial subscription (the "Pilot Period").

3.4 Conversion into Commercial License. When the Pilot Period concludes, the evaluation license will automatically be converted into a commercial license as set forth in Section 2.1. Customer may elect to commence the commercial subscription by providing written notice to UserTrace prior to the expiration of the period set forth in Section 3.2.

3.5 Termination of Evaluation License. The license in Section 3.2, all of Customer's rights to use the Pilot Services, and this Agreement will terminate immediately in the event that Customer provides written notice to UserTrace of Customer's intention not to purchase the commercial subscription. Upon such termination of the Pilot Term, Customer shall promptly cease use of the Pilot Services, and all Confidential Information shall be returned or destroyed pursuant to Section 11.

3.6 Disclaimer. ANY CUSTOMER DATA THAT CUSTOMER OR ANY OF ITS AUTHORIZED USERS ENTERS INTO THE SERVICES DURING THE PILOT PERIOD MAY BE PERMANENTLY LOST IF CUSTOMER ELECTS NOT TO PURCHASE THE SERVICES UNLESS CLIENT EXPORTS SUCH DATA BEFORE THE END OF THE PILOT PERIOD.

4. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

4.1 Restrictions. Except as may be expressly permitted by applicable law, Customer agrees that it will not, and will not permit any Authorized User or other party to: (a) permit any party to access the Platform or Documentation or use the Services, other than the Authorized Users authorized under this

Agreement; (b) modify, adapt, alter or translate the Platform or Documentation, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Platform or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform; (e) use or copy the Platform or Documentation except as expressly allowed under this subsection; or (f) disclose or transmit any data contained in the Platform to any individual other than an Authorized User, except as expressly allowed herein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, Platform, Documentation, or any part thereof. For purposes of clarity, nothing contained herein grants to Customer or any Authorized User any right to obtain possession of any source code, data or other technical material relating to the Platform.

4.2 Setup Responsibilities. Customer shall be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, mobile devices, software, services and Internet connectivity required by Customer or any Authorized User to access the Services from the Internet. In the event that UserTrace assists or advises Customer with any Services setup, configuration or support, in no event shall such assistance or advice be construed as legal or other professional advice.

4.3 Authorized Users Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify UserTrace promptly of any such unauthorized use known to Customer. Customer will be responsible for the acts or omissions of any Authorized Users in their access to and use of the Services and any breach by an Authorized User of the terms of this Agreement will constitute a breach by Customer of this Agreement.

4.4 Customer Responsibility for Data and Security. Customer and Authorized Users will have access to the Customer Data and will be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the UserTrace Services. Customer will have the ability to export Customer Data out of the UserTrace Services and is encouraged to make its own backups of the Customer Data. Customer shall implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect against unauthorized access to the UserTrace Services. Customer shall promptly inform UserTrace of any actual or suspected security incident involving the UserTrace Services.

4.5 Compliance. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its access to and use of the Platform, Documentation, or Services hereunder. Customer represents and warrants that it has provided all notices and obtained

all consents necessary to submit the Customer Data for use by UserTrace and the Services as contemplated herein.

5. OWNERSHIP AND DATA RIGHTS AND RESPONSIBILITIES

5.1 UserTrace Intellectual Property. The Services, Platform, Documentation, Integration Tools, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of UserTrace and its suppliers. All rights in and to the Services, Platform, Documentation, and Integration Tools not expressly granted to Customer in this Agreement are reserved by UserTrace and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Platform, Documentation, Integration Tools, and Services or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Platform or Integration Tools.

5.2 Customer Data and Outputs. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer will obtain all third-party licenses, consents and permissions needed for UserTrace to use the Customer Data to provide the Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for UserTrace to use the Customer Data submitted by or on behalf of Customer for the purposes set forth in this Agreement. Customer grants UserTrace a non-exclusive, worldwide, royalty-free and fully paid license during the Order Term to use the Customer Data as necessary for purposes of providing and/or improving the Services, and to de-identify and aggregate such Customer Data to create Aggregated Data, and use such Aggregated Data to provide and improve the Services. The Customer Data hosted by UserTrace as part of the Services, the Outputs and all worldwide Intellectual Property Rights in and to the foregoing, are the exclusive property of Customer; provided that, except as otherwise set forth on an Order Form, the Outputs