

VERBATM BETA TEST AGREEMENT

Version 2.0 · Confidential — Beta Program Participants Only

This Beta Test Agreement (this “Agreement”) is entered into as of the date of acceptance (the “Effective Date”) by and between Green Mountain Ventures LLC, a Colorado limited liability company (“Company,” “Verbatm,” “we,” or “us”), and the entity identified in the beta enrollment record (“Participant,” “you,” or “your”). By clicking “I Agree,” or by accessing or using the Beta Service, Participant agrees to be bound by this Agreement, and the individual accepting represents and warrants that: (a) they are at least 18 years of age; (b) they have full legal authority to bind Participant to this Agreement; and (c) Participant’s use of the Beta Service, including connection of each Connected Service, has been authorized by the organization that owns or administers that Connected Service instance. If the individual accepting lacks such authority, they may not use the Beta Service, and they agree to be personally bound by this Agreement.

IMPORTANT — READ CAREFULLY: THE BETA SERVICE IS AN EXPERIMENTAL, PRE-RELEASE PRODUCT PROVIDED FREE OF CHARGE OR AT A NOMINAL BETA FEE. IT IS PROVIDED STRICTLY “AS IS,” WITHOUT WARRANTIES OF ANY KIND, AND HAS NOT BEEN CERTIFIED, AUDITED, OR VALIDATED UNDER ANY REGULATORY, PRIVACY, SECURITY, OR INDUSTRY COMPLIANCE FRAMEWORK. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER (SECTION 15), AND SIGNIFICANT LIMITATIONS OF LIABILITY (SECTIONS 12–13). DO NOT USE THE BETA SERVICE WITH DATA OR SYSTEMS YOU CANNOT AFFORD TO LOSE, EXPOSE, OR HAVE ALTERED IN ERROR.

1. Definitions

- 1.1 “Beta Service” means the pre-release, beta version of the Verbatm voice-first AI assistant, including its web application, voice console, chat interface, mobile PWA, Slack integration, connectors, APIs, documentation, and related services made available under this Agreement.
- 1.2 “Beta Period” means the evaluation period described in Section 4.
- 1.3 “Connected Services” means the third-party systems Participant elects to connect to the Beta Service (including, without limitation, Salesforce, HubSpot, QuickBooks, Gmail, Outlook, and Slack), each governed by Participant’s own agreements with the applicable provider.
- 1.4 “Participant Data” means any data, content, records, audio, credentials, or information that Participant or its Authorized Users submit to, connect to, or make accessible through the Beta Service, including data residing in Connected Services and Voice Data.

- 1.5 “Voice Data” means audio recordings, audio streams, and transcriptions captured or processed by the Beta Service when an Authorized User speaks to it.
- 1.6 “AI Output” means any content, suggestions, summaries, drafts, plans, proposed record changes, or other output generated by or through the Beta Service, including output produced by third-party large language models.
- 1.7 “Company Parties” means Company and its parent, subsidiaries, and affiliates, and each of their respective members, managers, owners, officers, directors, employees, developers, contractors, agents, licensors, insurers, and service providers.
- 1.8 “Authorized Users” means individuals authorized by Participant to use the Beta Service under Participant’s account. Participant is responsible for all acts and omissions of its Authorized Users as if they were Participant’s own.
- 1.9 “Feedback” means suggestions, ideas, bug reports, feature requests, survey responses, test results, or other feedback regarding the Beta Service that Participant or its Authorized Users provide to Company.
- 1.10 “Subprocessors” means the third-party vendors used by Company to provide the Beta Service, including large language model providers, speech-to-text and text-to-speech providers, and cloud hosting providers, as identified at <https://verbatim.ai/subprocessors> and updated by Company from time to time.

2. Eligibility; Business Use Only

2.1 B2B Only. The Beta Service is offered solely for business-to-business use by commercial entities and their Authorized Users acting in a business capacity. The Beta Service is not offered to, and may not be used by, consumers, individuals acting for personal, family, or household purposes, or anyone under 18 years of age. Participant represents that it is a business entity (or an individual acting solely in a commercial capacity) and that all Authorized Users are at least 18 years of age.

2.2 United States Only. The beta program is offered only to Participants organized and operating in the United States, and only for processing of data of U.S.-based individuals. Participant shall not use the Beta Service to process personal data of individuals located in the European Economic Area, the United Kingdom, or Switzerland, or data otherwise subject to the GDPR or UK GDPR. Participant shall not enroll Authorized Users who are residents of the State of Illinois unless and until Company confirms in writing that biometric-consent onboarding is enabled for such users.

2.3 Organizational Authorization. Where a Connected Service instance (such as a Salesforce org, Google Workspace, Microsoft 365 tenant, QuickBooks company file, or Slack workspace) is owned or administered by an organization, Participant represents and warrants that such organization has authorized the connection and the processing contemplated by this Agreement, and Participant shall

provide evidence of such authorization upon Company's request. Company may require administrator-level approval as a condition of enabling any connector.

3. Nature of the Beta Service

3.1 Experimental Product. The Beta Service is a pre-release product provided for testing and evaluation only. It may contain defects, errors, and security vulnerabilities; may produce inaccurate, incomplete, offensive, or misleading output; may write incorrect data to Connected Services; may be interrupted, rate-limited, throttled, or unavailable; and may be modified, suspended, or discontinued at any time without notice. Features, security measures, and controls described in marketing materials, documentation, or the Verbatm website may be in development, may operate differently than described, or may not yet be implemented, and no such description constitutes a representation or warranty.

3.2 No Compliance Certifications. Participant acknowledges that during the Beta Period the Beta Service is NOT certified, audited, or represented to be compliant with any legal, regulatory, or industry framework, including without limitation SOC 1/SOC 2, ISO 27001, HIPAA, PCI-DSS, GDPR, CCPA/CPRA, GLBA, FERPA, FedRAMP, or any similar standard. Participant is solely responsible for determining whether its use of the Beta Service is permissible under laws, regulations, and contractual obligations applicable to Participant, and shall not use the Beta Service where such use would violate any of the foregoing.

3.3 Prohibited Data. Participant shall not submit to or connect through the Beta Service: (a) protected health information subject to HIPAA; (b) payment card data subject to PCI-DSS; (c) government-issued identification numbers; (d) financial account numbers or credentials other than OAuth tokens issued by Connected Services; (e) personal data of individuals under 18; (f) export-controlled, ITAR, or classified information; (g) biometric identifiers other than Voice Data processed as described in Section 6; or (h) any data subject to heightened regulatory protection. Company may delete such data without notice and without liability, and Participant's breach of this Section is grounds for immediate termination.

3.4 Third-Party AI Models. The Beta Service relies on third-party large language models and AI infrastructure selected by Company in its sole discretion, which Company may change at any time without notice. Participant Data processed by the Beta Service may be transmitted to and processed by Subprocessors. Company makes no representation regarding the accuracy, behavior, data handling, or availability of any third-party model. Participant shall not, and shall not permit any Authorized User to: (i) use the Beta Service in violation of any applicable AI provider's acceptable use or usage policies; (ii) attempt to jailbreak, manipulate, or circumvent model safety systems; or (iii) attempt to extract model weights, system prompts, or training data.

3.5 High-Risk Use Prohibited. The Beta Service is not designed for, and shall not be used for or in connection with: medical diagnosis or treatment; legal advice; emergency services; employment,

credit, housing, insurance, or other consequential decisions about individuals; safety-critical systems; or any use where an error could result in death, personal injury, or severe environmental or property damage.

3.6 Usage Limits. Company may impose, change, or enforce usage quotas, rate limits, command limits, seat limits, and other restrictions at any time. Exceeding limits may result in errors, degraded performance, or suspension, none of which shall constitute a breach by Company or entitle Participant to any remedy.

3.7 No Obligation to Release. Company has no obligation to release a commercial version of the Beta Service, to maintain any feature, or to migrate Participant Data or configurations to any future version.

4. Beta Period; Termination; Suspension

4.1 Term. The Beta Period begins on the Effective Date and continues for thirty (30) days, unless extended in writing (email sufficing) by Company or terminated earlier under this Section.

4.2 Termination for Convenience. Either party may terminate this Agreement at any time, for any reason or no reason, upon notice (email or in-product notice sufficing). Company may suspend or restrict access immediately, without notice, if Company suspects misuse, security risk, legal exposure, breach of this Agreement, or excessive usage.

4.3 Data Export; Deletion. For fifteen (15) days following expiration or termination (the “Export Window”), Participant may request an export of Participant Data held by the Beta Service in a commercially reasonable format. Data residing in Connected Services remains in those services and is unaffected. After the Export Window, Company may delete Participant’s beta account and associated Participant Data, provided that Company may retain logs, audit records, Usage Data (as defined in Section 9.2), and copies required for legal, security, or compliance purposes.

4.4 Survival. Sections 1, 2, 3.2–3.5, 4.3, 4.4, 5.2, and 6 through 17 survive expiration or termination of this Agreement.

5. License and Restrictions

5.1 License. Subject to this Agreement, Company grants Participant a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Beta Service during the Beta Period, solely for Participant’s internal evaluation by its Authorized Users.

5.2 Restrictions. Participant shall not, and shall not permit any Authorized User or third party to: (a) reverse engineer, decompile, or attempt to derive source code, models, or prompts from the Beta Service; (b) resell, sublicense, rent, or provide the Beta Service to third parties; (c) use the Beta Service or AI Output to develop, train, or improve a competing product or any machine-learning

model; (d) probe, scan, or test the vulnerability of the Beta Service except with prior written consent; (e) publicly disclose benchmarks or performance evaluations of the Beta Service; (f) circumvent usage limits, access controls, or confirmation mechanisms; (g) use automated scripts to generate commands at abnormal volume; or (h) use the Beta Service in violation of applicable law, third-party rights, or the terms of any Connected Service. This Section survives termination.

6. Voice Data; Recording Consents

6.1 Consent to Voice Processing. Participant, on behalf of itself and each Authorized User, consents to the capture, processing, transcription, and temporary storage of Voice Data by the Beta Service and its Subprocessors for the purposes of providing the Beta Service, debugging, and quality improvement. Participant shall ensure each Authorized User is informed of, and consents in writing (electronic consent sufficing) to, such processing before first use.

6.2 No Biometric Identification. The Beta Service uses Voice Data to transcribe speech into text and generate responses. Company does not use Voice Data to create voiceprints or biometric templates for the purpose of identifying individuals. Voice Data is retained no longer than thirty (30) days and is then deleted or de-identified, except as required for legal or security purposes.

6.3 Third-Party Communications. If Participant uses any feature that captures, summarizes, or processes communications involving persons other than the speaking Authorized User (including meeting debriefs, call summaries, or email threads), Participant represents and warrants that it has obtained all consents required under applicable law — including all-party consent to recording where required — from every person whose communications are captured or processed. Participant shall not use the Beta Service to record or intercept any communication in violation of federal or state wiretap, eavesdropping, or privacy laws.

7. Participant Responsibilities; Participant Data

7.1 Sole Responsibility for Participant Data. As between the parties, Participant owns and is solely responsible for Participant Data, including its accuracy, legality, integrity, backup, and the means by which it was acquired. Participant is the controller (or the party responsible under applicable law) with respect to personal data processed through the Beta Service and is solely responsible for compliance with all applicable privacy and data protection laws, including providing all required notices to, and obtaining all required consents from, data subjects (including Participant's customers, prospects, employees, and email correspondents) before connecting systems containing their data.

7.2 Connected Services. Participant's connection of any Connected Service is voluntary and at Participant's sole risk. Participant represents that it has all rights, licenses, permissions, and organizational authorizations necessary to connect each Connected Service and to authorize the Beta Service to read from and write to it. Company is not a party to Participant's agreements with

Connected Service providers and is not responsible for their availability, security, data handling, API changes, or any suspension of Participant's accounts by such providers.

7.3 Review and Confirmation of Actions. The Beta Service is designed to propose actions for confirmation before writing to Connected Services. Participant acknowledges that this design may fail, malfunction, or produce previews that differ from executed results. PARTICIPANT IS SOLELY RESPONSIBLE FOR REVIEWING AND APPROVING EVERY ACTION, AND FOR ALL CHANGES MADE TO CONNECTED SERVICES THROUGH PARTICIPANT'S ACCOUNTS, WHETHER OR NOT CONFIRMED, INTENDED, OR CORRECT. Participant shall maintain current, independent backups of all data in Connected Services throughout the Beta Period and shall verify all AI Output before relying on it or transmitting it to any third party.

7.4 AI Output Not Advice. AI Output is generated by statistical models, may be inaccurate, and does not constitute professional, legal, financial, accounting, or tax advice. Participant's business decisions, communications (including emails, Slack messages, and invoices sent through the Beta Service), and records remain solely Participant's responsibility.

7.5 Account Security. Participant is responsible for safeguarding credentials and for all activity under its accounts and those of its Authorized Users, and shall promptly notify Company of any suspected unauthorized access.

8. Data Protection; Security; Breach Notice

8.1 Company's Role. To the extent Company processes personal data contained in Participant Data, Company acts as Participant's service provider (as defined under the California Consumer Privacy Act, as amended) and processor (as defined under applicable state privacy laws, including the Colorado Privacy Act). Company shall: (a) process such personal data only to provide, secure, debug, and improve the Beta Service and as otherwise permitted by this Agreement, and not for any other commercial purpose; (b) not sell or share (as those terms are defined under the CCPA/CPRA) such personal data; (c) not retain, use, or disclose such personal data outside the direct business relationship between the parties, except as permitted by applicable law; and (d) require its Subprocessors to protect such personal data to a substantially similar standard. Company certifies that it understands and will comply with the restrictions in this Section 8.1.

8.2 Subprocessors. Participant authorizes Company's use of the Subprocessors identified at <https://verbatm.ai/subprocessors>. Company may update the list from time to time; continued use of the Beta Service after an update constitutes acceptance.

8.3 Security. Company shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Participant Data, appropriate to the pre-release nature of the Beta Service. PARTICIPANT ACKNOWLEDGES THAT BETA-STAGE SAFEGUARDS HAVE NOT BEEN INDEPENDENTLY AUDITED AND THAT NO SECURITY MEASURES ARE PERFECT.

8.4 Breach Notice. If Company confirms a breach of security leading to unauthorized access to or disclosure of unencrypted Participant Data in Company's possession, Company shall notify Participant without undue delay and provide information reasonably available to Company about the nature of the incident. As controller, Participant is solely responsible for determining whether and how to notify affected individuals, regulators, or other parties, and for the content, timing, and cost of any such notifications. Company's notification obligations under this Section are Participant's sole and exclusive remedy with respect to notice of any security incident, and nothing in this Section expands Company's liability beyond the limits in Sections 12 and 13.

8.5 Limited Confidentiality of Participant Data. Company shall not disclose Participant Data to third parties except: (a) to Subprocessors as necessary to provide the Beta Service; (b) as directed or permitted by Participant; (c) as required by law, subpoena, or legal process; or (d) as necessary to enforce this Agreement or protect the rights, safety, or property of Company or others. This Section states Company's entire confidentiality obligation with respect to Participant Data and is subject to the limitations in Sections 12 and 13.

9. Feedback; Usage Data; Publicity

9.1 Feedback Assignment. Participant hereby irrevocably assigns to Company all right, title, and interest in and to Feedback, and Company may use Feedback for any purpose without restriction, attribution, or compensation.

9.2 Usage Data. Company may collect and use telemetry, logs, and usage data relating to the Beta Service (including prompts, commands, transcriptions, error data, and interaction data) ("Usage Data") to operate, secure, debug, and improve the Beta Service and Company's products, and may use de-identified or aggregated Usage Data for any lawful purpose.

9.3 Publicity. Company may identify Participant by name and logo as a beta participant in Company's marketing materials and website. Participant may opt out at any time by written notice. Neither party shall issue a press release regarding this Agreement without the other party's consent.

10. Confidentiality of Company Information

10.1 The Beta Service, its existence, features, roadmap, performance, pricing, documentation, security information, and all non-public information disclosed by Company are Company's confidential information. Participant shall not disclose such information to any third party, and shall not publish screenshots, benchmarks, reviews, or descriptions of the Beta Service, without Company's prior written consent. These obligations survive for three (3) years after termination, and indefinitely for trade secrets. Breach of this Section may cause irreparable harm for which Company is entitled to seek injunctive relief without posting bond.

11. Intellectual Property

11.1 Company and its licensors retain all right, title, and interest in and to the Beta Service, Usage Data, Feedback, and all related intellectual property. No rights are granted except as expressly stated in Section 5. As between the parties and to the extent permitted by law, Participant may use AI Output generated for it during the Beta Period for its internal business purposes, at its own risk. Company makes no representation that AI Output is original, non-infringing, accurate, or not substantially similar to output generated for others, and Company provides no indemnification with respect to AI Output.

12. Disclaimer of Warranties

12.1 THE BETA SERVICE, ALL CONNECTED-SERVICE INTEGRATIONS, AND ALL AI OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES DO NOT WARRANT THAT THE BETA SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR COMPLIANT WITH ANY LAW OR STANDARD; THAT AI OUTPUT WILL BE ACCURATE, COMPLETE, OR RELIABLE; THAT DATA WILL NOT BE LOST, CORRUPTED, OR WRITTEN INCORRECTLY TO CONNECTED SERVICES; OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY ANY COMPANY PARTY, AND NO DESCRIPTION ON ANY COMPANY WEBSITE OR MARKETING MATERIAL, SHALL CREATE ANY WARRANTY.

13. Limitation of Liability

13.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, OR DATA, OR FOR THE COST OF SUBSTITUTE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 GENERAL CAP. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES’ TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BETA SERVICE — INCLUDING WITHOUT LIMITATION ANY LIABILITY ARISING FROM (A) AI OUTPUT OR RELIANCE THEREON, (B) DATA WRITTEN TO, MODIFIED IN, DELETED FROM, OR SENT THROUGH ANY CONNECTED SERVICE, (C)

COMMUNICATIONS SENT THROUGH THE BETA SERVICE, (D) UNAVAILABILITY, ERRORS, USAGE LIMITS, OR DISCONTINUATION, OR (E) UNAUTHORIZED ACCESS TO OR DISCLOSURE OF PARTICIPANT DATA — SHALL NOT EXCEED THE GREATER OF (I) AMOUNTS ACTUALLY PAID BY PARTICIPANT TO COMPANY FOR THE BETA SERVICE IN THE THIRTY (30) DAYS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR (II) ONE HUNDRED U.S. DOLLARS (US \$100).

13.3 NON-WAIVABLE CLAIMS CAP. SOLELY WITH RESPECT TO CLAIMS THAT CANNOT BE EXCLUDED OR LIMITED UNDER SECTIONS 13.1 AND 13.2 AS A MATTER OF APPLICABLE LAW (INCLUDING, WHERE NOT WAIVABLE, CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), THE COMPANY PARTIES' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED FIVE THOUSAND U.S. DOLLARS (US \$5,000). NOTHING IN THIS AGREEMENT EXCLUDES LIABILITY THAT CANNOT BE EXCLUDED AS A MATTER OF LAW, INCLUDING LIABILITY FOR FRAUD.

13.4 Basis of the Bargain. The parties acknowledge that the disclaimers and limitations in Sections 12 and 13 are fundamental elements of the basis of the bargain, that the Beta Service is provided free or at nominal cost in reliance on them, that Participant's participation is voluntary and revocable at will, and that these provisions apply notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow certain exclusions or limitations; in such jurisdictions, the foregoing apply to the fullest extent permitted.

14. Indemnification by Participant

14.1 Participant shall defend, indemnify, and hold harmless the Company Parties from and against any and all claims, demands, actions, investigations, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Participant Data, including any claim that its collection, connection, recording, or processing violates law (including privacy, biometric, and wiretap laws) or third-party rights; (b) use of the Beta Service or AI Output by Participant or its Authorized Users, including actions executed in Connected Services and communications sent through the Beta Service; (c) breach of this Agreement, applicable law, or Participant's agreements with Connected Service providers; (d) any failure to obtain organizational authorization or individual consents required under Sections 2, 6, or 7; and (e) claims brought by Participant's employees, Authorized Users, customers, or data subjects relating to any of the foregoing. Company may participate in the defense with counsel of its choosing, and Participant shall not settle any claim imposing obligations or admissions on any Company Party without Company's prior written consent.

15. Governing Law; Arbitration; Class and Jury Waivers

15.1 Governing Law. This Agreement is governed by the laws of the State of Colorado, without regard to conflict-of-laws principles, and by the Federal Arbitration Act with respect to Section 15.

15.2 Informal Resolution First. Before filing any arbitration or claim, the complaining party shall send a written notice of dispute to the other party and the parties shall attempt in good faith to resolve the dispute for thirty (30) days.

15.3 Binding Arbitration. Except as provided in Sections 15.5 and 15.6, any dispute arising out of or relating to this Agreement or the Beta Service shall be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, before a single arbitrator in Jefferson County, Colorado (or by videoconference at either party’s election). Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own attorneys’ fees except as provided in Section 16.6 or awarded by the arbitrator under applicable law.

15.4 CLASS ACTION WAIVER AND JURY TRIAL WAIVER. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PARTY. TO THE EXTENT ANY CLAIM PROCEEDS IN COURT, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY. THIS CLASS ACTION WAIVER IS SEVERABLE FROM THE AGREEMENT TO ARBITRATE AND SHALL SURVIVE AND REMAIN ENFORCEABLE EVEN IF THE ARBITRATION PROVISION IS FOUND UNENFORCEABLE IN WHOLE OR IN PART.

15.5 Carve-Outs. Either party may (a) bring an individual claim in small claims court if it qualifies, and (b) seek temporary injunctive relief in a court of competent jurisdiction for actual or threatened misuse of intellectual property or confidential information, without waiving arbitration for all other claims.

15.6 Arbitration Opt-Out. Participant may opt out of Sections 15.3 and 15.4 (except the jury trial waiver) by sending written notice to hello@verbatm.ai within thirty (30) days of the Effective Date, stating Participant’s name and intent to opt out. If Participant opts out, disputes shall be resolved exclusively in the state or federal courts located in Jefferson County, Colorado, and each party consents to their jurisdiction.

15.7 Mass Filings. If twenty-five (25) or more similar arbitration demands are filed against Company by or with the assistance of coordinated counsel, the demands shall be batched into groups of up to twenty-five (25), with one group arbitrated at a time and all other demands (and applicable statutes of limitation) tolled, and filing fees shall be assessed per batch to the extent permitted by the administrator’s rules.

15.8 Claims Period. To the extent permitted by applicable law, any claim arising out of or relating to this Agreement must be brought within one (1) year after it accrues, or it is permanently barred.

16. General

16.1 Amendments. Company may modify this Agreement during the Beta Period by providing notice (email or in-product notice sufficing). Modifications take effect upon notice, and Participant's continued use of the Beta Service after notice constitutes acceptance. If Participant does not agree, Participant's sole remedy is to stop using the Beta Service and terminate under Section 4.2. Company will maintain records of the version of this Agreement accepted by Participant and the date and account of acceptance.

16.2 Entire Agreement; Order of Precedence. This Agreement is the entire agreement between the parties regarding the Beta Service and supersedes all prior or contemporaneous understandings, representations, and statements, including any statements on Company's website or in marketing materials, on which Participant acknowledges it has not relied. In the event of conflict between this Agreement and any general terms of service or privacy policy, this Agreement controls with respect to the Beta Service during the Beta Period.

16.3 Third-Party Beneficiaries. The Company Parties other than Company are intended third-party beneficiaries of Sections 12, 13, and 14 and may enforce them directly. There are no other third-party beneficiaries.

16.4 Assignment. Participant may not assign this Agreement without Company's prior written consent; any attempted assignment in violation is void. Company may assign this Agreement freely, including to an affiliate or in connection with a merger, acquisition, financing, or sale of assets.

16.5 Export; Sanctions. Participant represents that neither it nor any Authorized User is located in, organized under the laws of, or ordinarily resident in any embargoed jurisdiction, or identified on any U.S. government restricted-party list, and Participant shall comply with all applicable export control and sanctions laws in connection with the Beta Service.

16.6 Attorneys' Fees. In any action or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief awarded.

16.7 Severability; Waiver; Relationship. If any provision is held unenforceable, it shall be modified to the minimum extent necessary and the remainder shall remain in effect. No waiver is effective unless in writing. The parties are independent contractors; nothing creates a partnership, joint venture, or agency.

16.8 Force Majeure. Company shall not be liable for any delay or failure caused by events beyond its reasonable control, including failures or policy changes of third-party AI model providers, cloud

providers, or Connected Services, internet outages, labor disputes, governmental actions, or acts of God.

16.9 Notices. Notices to Company shall be sent to hello@verbatm.ai and are effective upon receipt. Notices to Participant may be sent to the email address associated with Participant's account or delivered in-product, and are effective when sent.

17. Acceptance

17.1 Electronic Acceptance. This Agreement is accepted electronically by checkbox click-through, pursuant to the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Colorado Uniform Electronic Transactions Act. Participant's click constitutes Participant's electronic signature and manifests Participant's assent with the same force and effect as a handwritten signature; no handwritten signature is required for this Agreement to be binding. An electronic acceptance record (including the checkbox event, timestamp, account identifier, IP address, and Agreement version) maintained by Company shall be admissible evidence of this Agreement to the same extent as an original signed document, and each party waives any objection to its authenticity or to the electronic form of this Agreement.