JEEVES INC.

JEEVES APEX AND AI SERVICES

MASTER TERMS AND CONDITIONS

Version 2.2 — October 30, 2026

These Master Terms and Conditions (these "Terms") govern the Services that Jeeves Inc., a Delaware corporation (together with any Affiliate identified in an Order Form, "Jeeves"), provides to the customer named in an Order Form ("Customer"). These Terms, each Order Form, and its exhibits and schedules together form the "Agreement." These Terms apply from the effective date of the first Order Form that references them. Jeeves and Customer are each a "Party."

These Terms are intentionally broad so that they can cover the full range of Jeeves's Apex and AI services. Each Order Form selects the Services that apply and may narrow them, as Sections 2.1 and 17.8 describe.

1. Definitions

1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.

1.2 "Agent" means a configured, task-specific artificial intelligence agent, workflow component or automation that Jeeves designs, builds, deploys or makes available through Apex or otherwise, including its prompts, system instructions, rules, configurations, orchestration logic and integrations, but excluding any underlying third-party model.

1.3 "Aggregated Data" means data that combines or aggregates De-Identified Data or Usage Data from multiple sources, including multiple Jeeves customers, such that it cannot reasonably be attributed to Customer or any individual.

1.4 "Apex" means Jeeves's AI finance platform marketed as Jeeves Apex (and any successor or related product or name), including its data, builder and agent layers, Workflow Builder, Agents, approvals, independent checks, connectors, user interfaces, APIs and documentation, and all updates and modifications, whether hosted by Jeeves or its providers.

1.5 "Authorized User" means an individual employee or contractor of Customer (or its permitted Affiliates) whom Customer authorizes to access Apex or to approve actions through it.

1.6 "Credits" means the usage units described in an Order Form that meter the compute, model and processing work performed by Apex and the Services.

1.7 "Customer-Facing Agent" means an Agent that an Order Form designates as configured to interact directly with End Customers, by chat, voice, email, SMS or other channel, as distinct from an Agent used only by Customer's own personnel.

1.8 "Customer Data" means data and content that Customer or its Authorized Users provide to Jeeves, or that Jeeves or an Agent accesses or extracts from Customer Systems, in connection with the Services, including Customer's financial, accounting, banking, vendor, payroll and transaction data. Customer Data does not include De-Identified Data, Aggregated Data, Usage Data, Learnings or Jeeves's own business records.

1.9 "Customer Materials" means policies, close checklists, charts of accounts, templates, instructions and other materials that Customer provides to Jeeves.

1.10 "Customer Systems" means the ERP, general ledger, banking, payment processor, payroll, accounts payable, card, expense and other third-party systems, accounts and data sources that Customer owns, uses or controls and that Customer connects to, or

authorizes Jeeves to access through, the Services.

1.11 "De-Identified Data" means data derived from Customer Data from which Jeeves has removed or obscured direct identifiers of Customer and of any individual, such that the data cannot reasonably be used, alone or in combination with other information reasonably available to Jeeves, to re-identify Customer or any individual.

1.12 "Deliverables" means the Agents, Workflows, connectors, configurations, documentation, code and other items that Jeeves builds, configures or makes available to Customer in the course of the Services. All Deliverables are part of Jeeves Technology.

1.13 "End Customer" means a customer, account holder, vendor, counterparty or other third party of Customer that interacts with a Customer-Facing Agent.

1.14 "Engagement Type" means the designation in an Order Form of whether Jeeves is providing Forward-Deployed Services, Platform Services, or both (a "Combined Engagement").

1.15 "Forward-Deployed Services" means the forward-deployed engineering, configuration, advisory and implementation services described in an Order Form, delivered primarily through Personnel working on-site or remotely.

1.16 "Intellectual Property Rights" means all patents, copyrights, trade secrets, trademarks, database rights, moral rights, rights in software, models and data, and all other intellectual property and proprietary rights worldwide, registered or unregistered, including applications, renewals and extensions.

1.17 "Jeeves Technology" means (a) Apex and all of its components; (b) all software, source and object code, models, model configurations, weights, fine-tunes, prompts, system instructions, rules and rule sets, orchestration logic, Workflows, blocks, actions, connectors, integrations, templates, evaluation sets, benchmarks, schemas and data models, algorithms, user interfaces, APIs, documentation, methods, processes, techniques and know-how that Jeeves owns, licenses or develops; (c) all Deliverables; (d) all De-Identified Data, Aggregated Data, Usage Data and Learnings; and (e) all improvements, modifications, enhancements and derivative works of any of the foregoing, whether created by Jeeves, Customer or jointly, whether before, during or after the term of any Order Form, and whether or not created for, with the input of, or at the request of Customer; together with all Intellectual Property Rights in any of the foregoing. Jeeves Technology does not include Customer Data, Customer Materials in their original form, or Outputs (except as Section 8.4 provides).

1.18 "Learnings" means the know-how, techniques, patterns, insights and general improvements that Jeeves derives from providing the Services, including from how Workflows, rules and Agents are built, perform and are corrected, in each case without disclosing Customer's Confidential Information in identifiable form.

1.19 "Order Form" means a written order form, statement of work or addendum signed by both Parties that references these Terms.

1.20 "Output" means the reconciliation results, reports, journal-entry proposals, forecasts, files and other results that Apex generates from Customer Data and delivers to Customer.

1.21 "Personnel" means Jeeves's employees and contractors, including forward-deployed engineers and specialists, who perform Forward-Deployed Services.

1.22 "Platform Services" (also "AI-as-a-Service") means Jeeves's provision of hosted access to Apex and Agents on a subscription, commitment or usage basis, as described in an Order Form.

1.23 "Pod" means a dedicated, committed allocation of Personnel made available to Customer for a committed period and billed as a capacity fee under Section 5.5.

1.24 "Services" means Forward-Deployed Services and/or Platform Services, as described in the applicable Order Form, together with any Pilot Services.

1.25 "Usage Data" means telemetry, logs, metadata, performance data and metrics about the use and operation of Apex and the Services, other than the content of Customer Data.

1.26 "Workflow" means a configured sequence of triggers, connections, matching and decision steps, checks, approvals and notifications built in or run through Apex, including each version of it.

2. Services; Order Forms

2.1 Structure; Narrowing. Jeeves provides only the Services described in an Order Form. An Order Form may select among the Engagement Types, modules, Workflows, features and commercial structures these Terms contemplate, and may narrow the scope of these Terms for that engagement. Each Order Form is a separate engagement; the termination or expiration of one does not affect another.

2.2 Engagement Types. Each Order Form designates its Engagement Type. For a Combined Engagement, Section 3 and Sections 11.4 and 11.5 apply to the Forward-Deployed Services component, and Section 18 applies to the Platform Services component.

2.3 Change Orders; Additional Workflows. Either Party may propose changes to an Order Form. No change binds either Party until documented in a written change order or addendum signed by both Parties. Customer may add Workflows, modules or entities only by change order or addendum on these Terms, at the fees stated in the Order Form (or, if none are stated, Jeeves's then-current fees). Jeeves is not required to perform out-of-scope work without a signed change order.

2.4 Pilot and Evaluation Services. If an Order Form provides for a no-charge or evaluation period, a pilot or a free build ("Pilot Services"): (a) the Pilot Services are provided "as is," without warranty or indemnity, and Jeeves may modify, suspend or end them at any time on notice; (b) all other provisions of the Agreement, including Sections 6 through 9 and 13, apply to them; (c) Jeeves owns everything it builds or configures during the Pilot Services as Jeeves Technology, and Customer's right to use it ends when the Pilot Services end unless the Parties sign an Order Form for paid Services; (d) the Pilot Services create no commitment by either Party to continue; and (e) fees for any Services after the no-charge period are those the Parties agree in writing before billing begins.

2.5 Modifications. Jeeves may update, enhance, modify or replace Apex, any Agent, and any underlying model, tool or infrastructure at any time, provided that during a paid committed term Jeeves will not materially reduce the core functionality described in the Order Form.

2.6 Non-Exclusivity. Nothing in the Agreement requires Customer to purchase any minimum amount of Services except as committed in an Order Form, or requires Jeeves to make any Personnel, Agent or feature available except as stated in an Order Form. Jeeves may provide the same or similar services, products and Workflows to others, including competitors of Customer, subject to Section 6.

3. Personnel

This Section 3 applies to Forward-Deployed Services.

3.1 Staffing. Jeeves decides how the Services are staffed and may substitute comparable Personnel at any time. Personnel may serve other customers and are not exclusive to Customer, and any allocation stated in an Order Form (for example, a percentage of a full-time equivalent or a number of on-site days) is an estimate of effort, not a guarantee of hours. Jeeves may add architecture, security, engineering-lead or other specialist time as it sees fit without additional charge.

3.2 Screening. Jeeves represents that Personnel deployed on-site at Customer locations or given access to Customer Data have undergone Jeeves's standard background screening and are bound by confidentiality and intellectual property assignment obligations consistent with Jeeves's policies.

3.3 Status. Personnel remain employees or contractors of Jeeves (or a Jeeves Affiliate) at all times, including when working at Customer's premises or in its environments. Nothing in the Agreement creates an employment, joint-employer, partnership or agency relationship between Customer and any Personnel. Customer will not withhold taxes or provide statutory benefits with respect to Personnel.

3.4 Work in Customer Environments. Personnel who work in or have access to Customer Systems or Customer's environments act as Jeeves's personnel and remain subject to Jeeves's direction, but perform configuration, deployment and code changes, including changes to production, only as Customer authorizes in writing or through Customer's change-management process. Customer is responsible for its own change-management approvals, backups and recovery capabilities for Customer Systems, and for the instructions its personnel give to Personnel. Jeeves is not liable for losses arising from changes made at Customer's direction or approval or from the state of Customer Systems.

3.5 Non-Solicitation and Non-Hire. During the term of each Order Form and for twelve (12) months afterward (the "Restricted Period"), Customer will not, and will cause its Affiliates and anyone acting for it (including recruiters and staffing agencies) not to, directly or indirectly: (a) solicit or recruit any Covered Personnel for employment or engagement; or (b) hire or engage any Covered Personnel as an employee, consultant, contractor or otherwise, whether or not Customer solicited them. "Covered Personnel" means any employee or individual contractor of Jeeves or its Affiliates who performed Services for Customer or worked on Customer's account at any time during the twelve (12) months before the solicitation or hire. General job postings and recruiting not targeted at Covered Personnel are not solicitation under clause (a). Covered Personnel whose employment or engagement with Jeeves ended at least six (6) months before the hire, or was terminated by Jeeves, may be hired without breach of clause (b).

3.6 Placement Fee. If Customer hires or engages any Covered Personnel in breach of Section 3.5(b), Customer will pay Jeeves, within thirty (30) days after the individual's start date, a placement fee equal to the greater of (a) one hundred percent (100%) of that individual's annual total compensation from Jeeves (base salary plus target bonus and the annualized value of any equity awards) at the time of hire, or the annual total compensation Customer offers if higher, and (b) $[300,000] or the different minimum the Order Form states (the "Placement Fee"). Jeeves's losses from such a hire, including recruiting, replacement and training costs, lost productivity, disruption to Customer's engagement and to Jeeves's other engagements, and the loss of specialized forward-deployed expertise, would be difficult to estimate. The Parties agree that the Placement Fee is a reasonable pre-estimate of those losses and not a penalty, and that it is Jeeves's exclusive monetary remedy for the hire itself. Jeeves may waive or reduce the Placement Fee only in writing.

3.7 Solicitation Without Hire; Remedies. If Customer breaches Section 3.5(a) without a resulting hire, Jeeves may recover its actual damages and seek injunctive relief. Customer acknowledges that a breach of Section 3.5 would cause Jeeves irreparable harm for which damages alone would be inadequate, and that Jeeves may seek injunctive relief without posting bond. Customer will promptly notify Jeeves if any Covered Personnel approaches Customer about employment or engagement during the Restricted Period. Customer acknowledges that Sections 3.5 through 3.7 are reasonable in scope and duration, are ancillary to the Services, are necessary to protect Jeeves's investment in recruiting, training and deploying Personnel, and do not restrict any individual's right to seek employment. If a court finds any part unenforceable, it will be enforced to the maximum extent permitted and reformed as necessary.

4. Customer Responsibilities

4.1 Customer will, at its own expense: (a) designate an executive sponsor, a project lead and finance subject-matter experts empowered to make timely decisions; (b) provide the access, approvals, Customer Data, history, personnel time and workspace described in the Order Form, by the dates stated; (c) ensure it has all rights, consents and authority necessary to provide Customer Data and to authorize Jeeves's access to Customer Systems under Section 18.3; (d) configure and maintain Authorized User permissions, approval thresholds and rules, and promptly deactivate credentials and Authorized Users who should no longer have access; (e) review and validate Outputs before relying on them, consistent with Section 9; (f) remain responsible for its books and

records, accounting judgments, internal controls and regulatory filings; (g) use the Services only for its internal business purposes and in compliance with Section 8.5, Schedule 1 and applicable law; (h) comply with Jeeves's reasonable on-site security and safety policies; and (i) not provide Prohibited Data (Section 7.4).

4.2 Effect of Delay. Jeeves's obligations, and any timeline or Target, are excused or extended to the extent Customer fails to meet its responsibilities, and fees continue to accrue.

5. Fees; Payment; Credits

5.1 Fees. Customer will pay the fees stated in the Order Form, which may be structured as a Commitment drawn down in Credits (Section 5.6), a Pod fee (Section 5.5), time-and-materials fees against the Order Form's rate card, fixed or milestone fees, or a subscription fee.

5.2 Invoicing; Payment. Jeeves will invoice according to the Order Form; committed fees are invoiced in advance in the installments the Order Form states. Undisputed invoices are due within thirty (30) days after the invoice date unless the Order Form states otherwise. Late amounts accrue interest at the lesser of 1.0% per month and the maximum lawful rate, and Jeeves may suspend under Section 15.5. Customer must dispute any invoice in good faith and in writing within fifteen (15) days after the invoice date, failing which the invoice is final. Jeeves's metering and usage records are the basis for invoicing unless Customer timely disputes them. All fees are non-cancellable and non-refundable except as the Agreement expressly states.

5.3 Expenses. Customer will reimburse reasonable, pre-approved travel, lodging and incidental expenses of on-site Personnel at cost with receipts, up to any monthly cap in the Order Form.

5.4 Taxes. Fees exclude taxes. Customer is responsible for all sales, use, VAT, services, import, withholding, financial-transaction and similar taxes, duties and levies associated with the Services or their payment, including those imposed on cross-border payments, other than taxes on Jeeves's net income. If Customer must withhold tax from a payment, Customer will gross up the payment so that Jeeves receives the full invoiced amount, unless Jeeves can claim an applicable treaty exemption and provides the documentation reasonably required, and Customer will give Jeeves official receipts for any tax it withholds.

5.5 Pod Fees. An Order Form may commit a Pod to Customer for a stated period at a recurring capacity fee payable regardless of the hours worked in any period. The Order Form's rate card applies only to change-order work.

5.6 Commitments and Credits. (a) Where an Order Form states an annual or other committed fee (a "Commitment"), the Commitment is firm and non-cancellable for its term except as the Order Form expressly provides, and Customer will pay it whether or not Customer uses all Credits. (b) Each installment converts into Credits at the rate in the Order Form, and running Apex and the Services draws Credits down. Credits meter the compute, model and processing work actually performed, so consumption varies with data quality, item complexity, model selection, context length, retries and similar factors. Any estimate of Credit consumption is a planning estimate, not a price list, a cap or a commitment, and Jeeves may update it at any time. (c) If Customer uses more Credits than its installments purchased, Jeeves will invoice the excess monthly in arrears at the Order Form's rate, and may instead throttle Credit-consuming functions. (d) Unused Credits do not roll over, expire at the end of the term, are non-refundable, have no cash value and may not be transferred. (e) Jeeves will report Credit consumption as the Order Form states.

5.7 Renewal Pricing. Jeeves may change fees, Credit rates and Commitment amounts for a renewal term by notice at least [ninety (90)] days before the renewal term begins. If Customer does not accept the change, its sole remedy is to give notice of non-renewal under Section 15.2.

5.8 Currency. Fees are invoiced and payable in the currency in which the Order Form states the installments or other fees. An amount shown in another currency is for reference only, and the invoiced currency controls. Customer bears all bank, transfer and foreign-exchange charges and the effect of exchange-rate movements, so that Jeeves receives the full invoiced amount.

6. Confidentiality

6.1 Definition. “Confidential Information” means non-public information disclosed by or for a Party (the “Discloser”) to the other (the “Recipient”) that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances. Customer Data and Customer Materials are Customer’s Confidential Information. Jeeves Technology, Apex’s non-public features and roadmap, demonstrations, pricing, benchmarks and the terms of the Agreement are Jeeves’s Confidential Information. Confidential Information excludes information that is or becomes public without the Recipient’s breach, was rightfully known to the Recipient without restriction, is independently developed without use of the Discloser’s Confidential Information, or is rightfully received from a third party without restriction. De-Identified Data, Aggregated Data, Usage Data and Learnings are not Customer’s Confidential Information.

6.2 Obligations. The Recipient will use the Discloser’s Confidential Information only to perform its obligations or exercise its rights under the Agreement, protect it with at least the care it uses for its own similar information and no less than reasonable care, and disclose it only to its and its Affiliates’ employees, contractors, subcontractors, model and infrastructure providers and professional advisors who need to know it and are bound by obligations at least as protective as this Section.

6.3 Compelled Disclosure. The Recipient may disclose Confidential Information where compelled by law or legal process, provided it gives the Discloser prompt notice (where legally permitted) and reasonable cooperation, at the Discloser’s expense, to seek protective treatment.

6.4 Duration. These obligations continue during the term of the Agreement and for five (5) years afterward, and, for trade secrets and for Customer Data that Jeeves retains, for as long as they remain protected or retained.

7. Data

7.1 Ownership; License to Jeeves. As between the Parties, Customer owns Customer Data. Customer grants Jeeves, its Affiliates and its providers a worldwide, non-exclusive license during the term (and afterward as Sections 7.2 and 7.10 provide) to host, copy, process, transmit, display and otherwise use Customer Data and Customer Materials to provide, operate, secure, support and improve the Services for Customer, to create the data described in Section 7.2, for Financial Services as Section 7.11 provides, and as required by law.

7.2 Derived Data and Learnings. Jeeves may create De-Identified Data, Aggregated Data, Usage Data and Learnings from Customer Data, Customer Materials and Customer’s use of the Services, and as between the Parties Jeeves owns them. Jeeves may use, reproduce, disclose and otherwise exploit them, on a perpetual, irrevocable, worldwide, royalty-free and sublicensable basis, for any business purpose, including to develop, train, test, validate and improve its and its Affiliates’ artificial intelligence models, Agents, Workflows, rules, connectors, credit, underwriting, risk and fraud models, Apex and other products and services, and for benchmarking and analytics, whether for the benefit of Customer, other customers or Jeeves generally, without further consent, notice, attribution or compensation. This Section survives termination.

7.3 Limits on Jeeves’s Use. Jeeves will not (a) use Customer Data in identifiable form to train or fine-tune any foundation model for the benefit of any third party, or (b) disclose Aggregated Data or benchmarks derived from Customer Data to any third party other than its service providers unless the data is aggregated across at least [five (5)] customers so that it cannot reasonably be attributed to Customer. Jeeves will contract with its model providers so that they may not train on Customer Data. Subject to these limits, nothing in the Agreement restricts Jeeves’s use of Jeeves Technology.

7.4 Prohibited Data. Customer will not send to Jeeves or process through the Services (a) full payment card numbers or card security codes (masked or truncated card numbers, such as the first six and last four digits, are permitted); (b) government identification

numbers, except categories the Order Form expressly permits (for example, tax or passport numbers that appear in travel or other invoices) and then only as the DPA provides; (c) special categories of personal data, including health, biometric and genetic data and data revealing racial or ethnic origin, religious or political beliefs or sexual orientation; or (d) personal data that Jeeves does not need to provide the Services (together, "Prohibited Data"). Customer is responsible for any Prohibited Data it provides, and Jeeves may reject, quarantine or delete it. Customer will provide system credentials only through the secure mechanism Jeeves designates.

7.5 Security. Jeeves will maintain commercially reasonable administrative, technical and physical safeguards designed to protect Customer Data, including access controls limiting access to Personnel and providers with a need to know, encryption of Customer Data in transit and, where technically feasible, at rest, and logging of access to production Customer Data.

7.6 Third-Party Model Providers. Jeeves uses third-party large language model and other AI providers and may change them. Jeeves will contract with those providers so that they do not train on Customer Data and retain it for no more than thirty (30) days, or not at all where the provider offers that option. Jeeves will identify the categories of providers it uses on Customer's request. Jeeves is not responsible for a provider's outage or changes.

7.7 Incident Notification. Jeeves will notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of unauthorized access to or acquisition of Customer Data (that is, after it has a reasonable degree of certainty that it has occurred), and will reasonably cooperate with Customer's investigation and any legally required notifications.

7.8 Data Processing Addendum. If Customer Data includes personal data subject to the GDPR, UK GDPR, LGPD, Colombian Law 1581, Mexico's LFPDPPP or similar law, the Jeeves Apex Data Processing Addendum (the "DPA") applies to that processing and is incorporated into the Agreement from the first disclosure of that personal data, without further signature, and the Parties will execute any cross-border transfer clauses that applicable law requires before the transfer. The Order Form describes the data in scope.

7.9 Data Location. Unless the Order Form states otherwise, Customer Data will be stored in the deployment environment in the United States, except for processing by model providers, transmission to Customer Systems and incidental copies on Jeeves systems. Personnel access Customer Data from that environment.

7.10 Export and Deletion. During the term, Customer may export Customer Data and Outputs using the tools Jeeves makes available. For thirty (30) days after an Order Form ends, Jeeves will make Customer Data and Outputs available for export in a usable format. Jeeves will delete Customer Data in identifiable form from its active systems within thirty (30) days after Customer's written deletion request, and in any event within ninety (90) days after the export period ends, and from backups in the ordinary backup cycle, except as law requires; deletion may end or impair the Services. Deletion does not extend to De-Identified Data, Aggregated Data, Usage Data, Learnings or Jeeves Technology, or to Outputs already delivered to Customer.

7.11 Financial Services Use. Customer authorizes Jeeves, its Affiliates and its licensed financial-services partners to use Customer Data, including in identifiable form, together with information Jeeves and its Affiliates hold about Customer from their financial-services relationship with Customer (such as payment, card and credit performance data), to the extent permitted by the agreements and privacy notices that govern that information, to (a) evaluate, underwrite, price, offer, monitor and service credit and other financial products and services for Customer and its Affiliates ("Financial Services"), and (b) provide, personalize and improve the Services for Customer. Jeeves will use Customer Data in identifiable form for Financial Services only for Customer and its Affiliates and will not disclose it in identifiable form to any other customer. Any credit offer or decision is made only under, and subject to, the separate agreements, applications and eligibility requirements that govern the Financial Services, and nothing in these Terms is an offer of credit or a commitment to lend. Customer may opt out of use under clause (a) for marketing and pre-screening of offers, but not for any application Customer submits or any Financial Services Customer receives, by written notice to privacy@tryjeeves.com. This Section does not limit Section 7.2.

8. Intellectual Property

8.1 Jeeves Technology. As between the Parties, Jeeves and its licensors own all right, title and interest in and to Jeeves Technology, including all Intellectual Property Rights in it. This includes everything Jeeves or Personnel configures, builds or develops for Customer or in the course of the Services, including Workflows, rules, prompts, model configurations, connectors, blocks, actions, dashboards and documentation, and all improvements, modifications and derivative works. No Deliverable is a work made for hire for Customer, and nothing in the Agreement transfers ownership of any Jeeves Technology to Customer.

8.2 Assignment; Moral Rights. To the extent Customer, its Affiliates, Authorized Users or contractors acquire any right, title or interest in any Jeeves Technology, including through configuring a Workflow or rule, authoring prompts or instructions, or making suggestions, Customer hereby irrevocably assigns, and will cause them to assign, that right, title and interest to Jeeves, waives any moral rights in it, and will sign any documents Jeeves reasonably requests to perfect Jeeves's rights.

8.3 License to Customer. During the applicable term, and subject to payment of fees and compliance with the Agreement, Jeeves grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Apex and the Deliverables, through the interfaces Jeeves provides, solely for Customer's internal business operations. This right ends when the applicable Order Form ends, subject to Section 7.10. No right is granted to source code, models, weights, prompts, rules, system instructions or infrastructure, and no right is granted by implication or estoppel.

8.4 Customer Data, Materials and Outputs. As between the Parties, Customer owns Customer Data, Customer Materials in their original form, and Outputs, except to the extent Outputs contain or embody Jeeves Technology. Jeeves grants Customer a non-exclusive, perpetual license to use any Jeeves Technology embedded in an Output solely as part of that Output for Customer's internal business purposes.

8.5 Restrictions. Customer will not, and will not permit any Authorized User or third party to: (a) reverse engineer, decompile, disassemble or attempt to derive source code, models, prompts, rules, system instructions, connectors or other non-public elements of Jeeves Technology, or extract them by prompting, scraping or other means; (b) copy, modify, translate or create derivative works of Jeeves Technology; (c) allow third parties, including its Affiliates unless an Order Form permits, to use Apex or be served by it, or use it as a service bureau; (d) use Jeeves Technology, including its responses, rules and configurations, to build, train or improve a competing product or model; (e) access Apex to build a competing product, or publish or disclose benchmarks, performance results or comparisons of Apex; (f) circumvent security, rate limits, usage metering or access controls; (g) remove proprietary notices; or (h) use the Services in violation of Schedule 1 or applicable law. Customer is responsible for its Authorized Users' compliance.

8.6 Reusable Components. Customer acknowledges that connectors, blocks, actions, Workflows, rules, templates, code and other components built or configured during the Services are intended to be reusable. Jeeves may reuse, adapt, license and commercialize them for any purpose and for any customer, provided Jeeves does not disclose Customer's Confidential Information in doing so.

8.7 Feedback. Customer grants Jeeves a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable license to use and incorporate into Jeeves Technology any feedback, suggestions or ideas about the Services, without obligation or attribution.

8.8 Learnings; Freedom to Operate. Jeeves and its Personnel may use Learnings, and the general skills, knowledge and experience they gain in providing the Services, for any purpose. Nothing in the Agreement restricts Jeeves from developing, using or commercializing, for itself or others, products, services, Workflows or components that are similar to or competitive with those provided to Customer, provided Jeeves does not use or disclose Customer's Confidential Information in breach of Section 6 or Section 7.

8.9 AI Tools; Open Source. The Services use third-party models, tools and open-source software, which are governed by their own terms. Jeeves's use of AI tools to develop Jeeves Technology does not diminish Jeeves's rights under this Section 8. Jeeves will not incorporate open-source software into the Services in a manner that would require Customer to disclose or license Customer Data as a condition of using the Services.

8.10 Reservation of Rights. Jeeves reserves all rights not expressly granted in the Agreement. Customer will not challenge Jeeves's ownership of, or rights in, Jeeves Technology.

9. AI Output; Approvals; Customer Oversight

9.1 No Guarantee of Outcome. Agents rely on probabilistic AI models and may produce inaccurate, incomplete or unexpected Outputs. Jeeves does not warrant that any Output will be accurate, complete or fit for any financial, accounting, tax or regulatory purpose.

9.2 Approvals; Authorized Actions. Apex lets Customer set approval thresholds, roles, permissions and automation rules, and routes anything outside Customer's thresholds to a person for approval. Unless an Order Form expressly enables it, Agents will propose, but will not post entries to Customer's ledger or initiate or execute payments. Where an Order Form enables those actions, they occur only as Customer has configured. Customer is solely responsible for its approval thresholds, permissions, rules and Workflows, and for every action that an Authorized User approves or that Apex takes automatically within Customer's configuration (each, an "Authorized Action"). Jeeves is not liable for Authorized Actions. Customer will not disable the confidence thresholds, explanations and human-approval steps that Jeeves designates as mandatory for a Workflow.

9.3 Customer Data Quality. Jeeves's performance depends on the accuracy, completeness and timeliness of Customer Data and access. Jeeves is not responsible for Outputs that are inaccurate because Customer Data or access was inaccurate, incomplete or late.

9.4 Customer-Published Workflows. Customer's Authorized Users may configure, test and publish versions of Workflows and rules in Apex. Customer is solely responsible for the results of any version it publishes, including changes to confidence thresholds, and for deciding when to roll back to a prior version.

9.5 Monitoring and Guardrails. Jeeves will maintain reasonable logging, monitoring and guardrail mechanisms, such as output tracing, escalation thresholds and human-review checkpoints, appropriate to the risk of the finance workflow an Agent supports. These mechanisms are designed to reduce, but cannot eliminate, the risk of erroneous Outputs, and do not convert the disclaimers in Section 9.1 or Section 10.3 into a guarantee of any outcome.

9.6 Targets, Not Warranties. Any accuracy, match-rate, timing or similar target or estimate in an Order Form or otherwise (a "Target") is a goal that Jeeves will use commercially reasonable efforts to meet. A Target is not a warranty, service level, acceptance criterion or condition to payment, and missing a Target is not a breach. Customer's only remedy for a missed Target is any remedy the Order Form expressly states.

9.7 No Professional Advice. Jeeves is not an accounting firm, auditor, tax adviser or law firm, and nothing in the Services or Outputs is accounting, audit, tax or legal advice. References to results being "checked," "audit-ready" or similar describe product design and are not a guarantee of any audit, tax or regulatory outcome.

9.8 Regulatory Classification. Customer is responsible for assessing whether its intended use of an Agent triggers heightened regulatory requirements in any jurisdiction, for example obligations for "high-risk" AI systems under the EU AI Act or comparable frameworks, and will promptly notify Jeeves in writing if it intends a use that could trigger them, so the Parties can agree on any additional controls or Order Form terms.

10. Warranties

10.1 Mutual. Each Party represents that it has authority to enter into the Agreement and will comply with applicable law in performing its obligations.

10.2 Jeeves Warranty. Jeeves warrants that it will perform Forward-Deployed Services in a professional and workmanlike manner. Customer's sole and exclusive remedy for breach of this warranty is re-performance of the non-conforming Services or, if Jeeves cannot re-perform within a reasonable time, a refund of the prepaid fees for the non-conforming Services.

10.3 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES, APEX, DELIVERABLES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND JEEVES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE OR THAT OUTPUTS WILL BE ACCURATE OR ACHIEVE ANY RESULT. JEEVES MAKES NO WARRANTY REGARDING CUSTOMER SYSTEMS OR ANY THIRD-PARTY PRODUCT, SERVICE OR MODEL.

11. Compliance with Laws

11.1 General. Each Party will comply with applicable law in connection with the Agreement, including anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), trade sanctions and export control laws, and applicable data protection and financial services laws.

11.2 Sanctions. Neither Party is, or will become during the term, a person subject to sanctions administered by OFAC, the EU, the UK or the UN, and neither Party will use the Services in violation of applicable sanctions or export control laws.

11.3 Anti-Corruption. Neither Party will, directly or indirectly, offer, promise, give, request or accept any payment, gift, hospitality or other thing of value to improperly influence any person, including any government official, in connection with the Agreement. Gifts and hospitality exchanged between the Parties must be reasonable, infrequent, transparent and permitted by applicable law and each recipient's policies, and either Party may decline them. Each Party will maintain policies reasonably designed to comply with applicable anti-corruption laws and will not use intermediaries for any improper purpose.

11.4 Immigration and Work Authorization. Where an Order Form contemplates on-site deployment of Personnel outside their home jurisdiction, Jeeves is responsible for ensuring Personnel hold appropriate work authorization, and Customer will provide reasonable cooperation, such as invitation letters and engagement confirmations, to support visa or work-permit applications.

11.5 Permanent Establishment. The Parties acknowledge that on-site deployment of Personnel outside the contracting Jeeves entity's home jurisdiction may raise local tax, labor and professional-licensing considerations. The Parties will cooperate in structuring the deployment, including its duration, contracting entity and location mix, to mitigate that exposure, and Jeeves may route an engagement through, or require an Order Form to be signed by, the appropriate local Jeeves Affiliate.

12. Indemnification

12.1 By Jeeves. Jeeves will defend Customer against any third-party claim alleging that Apex, as provided by Jeeves and used in accordance with the Agreement, infringes that third party's U.S. patent, copyright or trademark or misappropriates its trade secret, and will pay damages finally awarded or agreed in settlement. Jeeves has no obligation for claims arising from (a) Customer Data, Customer Materials or Customer Systems; (b) modifications not made by Jeeves; (c) combination with products, data or systems not provided by Jeeves; (d) Outputs or Authorized Actions; (e) use in breach of the Agreement; or (f) Pilot Services. If Apex is or may become subject to such a claim, Jeeves may modify or replace it, procure a license, or end the affected Services and refund prepaid fees for the unused period. This Section states Jeeves's entire liability and Customer's exclusive remedy for infringement claims.

12.2 By Customer. Customer will defend Jeeves, its Affiliates and Personnel against any third-party claim arising from (a) Customer Data or Customer Materials, including any claim that Customer lacked the rights or consents to provide them; (b) Jeeves's access to Customer Systems as Customer has authorized, including claims by banks, ERP vendors, payment processors or other third parties that the access breached their terms or rights; (c) Authorized Actions, and Workflows or rules that Customer has published or approved; (d) Customer's use of Outputs; (e) Customer's breach of Section 4, Section 7.4, Section 8.5 or applicable law; or (f) Section 19, and will pay damages finally awarded or agreed in settlement and reasonable costs.

12.3 Procedure. The indemnified Party must promptly notify the indemnifying Party, give it sole control of the defense and settlement (but no settlement may admit fault of, or impose non-monetary obligations on, the indemnified Party without its consent), and reasonably cooperate at the indemnifying Party's cost.

13. Limitation of Liability

13.1 Exclusion of Certain Damages. Neither Party will be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, or for lost profits, revenue, goodwill, savings or data, arising out of or related to the Agreement, however caused and even if advised of the possibility, except in the case of a Party's fraud or willful misconduct or Customer's breach of Section 8.5.

13.2 General Cap. Each Party's total aggregate liability arising out of or related to the Agreement will not exceed the fees paid and payable by Customer under the applicable Order Form in the twelve (12) months before the event giving rise to the claim (the "General Cap").

13.3 Super-Cap; Exceptions. Each Party's total aggregate liability for (a) its indemnification obligations under Section 12 and (b) breach of Section 6 or Section 7 will not exceed two times (2x) the General Cap. Neither cap applies to (i) Customer's obligation to pay fees, including the Placement Fee, (ii) Customer's breach of Section 8.5 or infringement or misappropriation of Jeeves Technology, or (iii) a Party's fraud or willful misconduct.

13.4 Allocation of Risk. Jeeves is not liable for losses arising from Authorized Actions; Workflows, rules or thresholds configured or published by Customer; Customer Data or Customer Systems; the acts, omissions, outages or changes of third parties, including banks, ERP and payment providers and model providers; Customer's reliance on Outputs without the review Section 9 requires; or changes made to Customer Systems at Customer's direction or approval.

13.5 Personnel and Affiliates. Customer will assert claims arising out of the Agreement only against Jeeves, and not against any individual Personnel, officer, director or employee of Jeeves or its Affiliates, each of whom is an intended beneficiary of this Section 13.

13.6 Basis of the Bargain; Time Limit. The Parties agree that this Section 13 allocates risk reasonably, that the fees reflect that allocation, and that it applies regardless of the form of action. Neither Party may bring a claim arising out of the Agreement more than one (1) year after the claim accrues, except a claim for unpaid fees.

14. Insurance

14.1 During the term, Jeeves will maintain (a) commercial general liability insurance; (b) technology errors and omissions or professional liability insurance; (c) cyber liability insurance; and (d) workers' compensation insurance as required by law, each in commercially reasonable amounts for the Services. Jeeves will provide a certificate of insurance on Customer's reasonable request.

15. Term; Termination

15.1 Term of These Terms. These Terms remain in effect for as long as any Order Form that references them is in effect.

15.2 Order Form Term; Renewal. Each Order Form states its initial term. Unless it says otherwise, it renews automatically for successive terms of the same length unless either Party gives written notice of non-renewal at least sixty (60) days before the current term ends.

15.3 Committed Terms. If an Order Form states a Commitment or subscription term, Customer may not terminate that Order Form for convenience, and Customer's only right to end it early is any early opt-out the Order Form expressly provides, exercised exactly as stated. Where no Commitment applies, either Party may terminate an Order Form for convenience on thirty (30) days' notice, with Customer paying fees earned through the effective date and non-cancellable costs Jeeves has committed.

15.4 Termination for Cause. Either Party may terminate an Order Form on written notice if the other Party materially breaches the Agreement and does not cure within thirty (30) days after notice (ten (10) days for non-payment). Jeeves may terminate or suspend immediately on notice if Customer breaches Section 7.4, Section 8.5, Schedule 1 or Section 11.

15.5 Suspension. Jeeves may suspend access to the Services (a) on ten (10) days' notice if undisputed amounts are past due; (b) immediately, as reasonably necessary to prevent harm to Jeeves's systems, data, personnel or other customers, to respond to a security or legal risk, or because a third party objects to a connector; or (c) as required by law. Jeeves will use commercially reasonable efforts to limit the scope and duration of a suspension, and fees continue to accrue during it.

15.6 Effect of Termination. When an Order Form ends: (a) Customer's right to access and use Apex and the Deliverables ends immediately, subject to Section 7.10; (b) Customer will pay all fees accrued through the effective date; (c) if Jeeves terminates for Customer's breach or non-payment, the remaining unpaid fees under the then-current Commitment are immediately due as liquidated damages, which the Parties agree are a reasonable estimate of Jeeves's loss and not a penalty; (d) unused Credits expire; and (e) each Party will return or delete the other's Confidential Information as Sections 6 and 7.10 provide.

15.7 Transition Assistance. Jeeves has no obligation to deliver, license or hand over any Jeeves Technology, including configurations, prompts, rules, Workflows, connectors or code, when an Order Form ends. On Customer's request, Jeeves may provide reasonable transition assistance at its then-current rates, prepaid, under a written statement of work. No transition assistance extends Customer's license to Jeeves Technology.

15.8 Survival. Sections 1, 3.5 through 3.7, 5 (as to accrued amounts), 6, 7.2, 7.3, 7.10, 8, 9.7, 10.3, 11, 12, 13, 15.6, 15.7, 15.8, 16 and 17, and any other provisions that by their nature should survive, survive termination or expiration.

16. Third-Party and Regulated Services; Program Agreements

16.1 Third-Party Services. Customer Systems, banks, ERP and payment providers, model providers and other third-party products and services are governed by their own terms. Jeeves is not responsible for their availability, performance, fees, changes, acts or omissions, and Customer is responsible for its agreements with them.

16.2 Regulated Services; Program Agreements. Jeeves's card, payment, ledger and related financial services are provided by Jeeves entities and licensed partners under separate agreements, are subject to eligibility, licensing and local law, and may not be available in every jurisdiction. Apex may connect to those services, but nothing in the Agreement is an offer of them or modifies those agreements. The Agreement is separate from, and does not amend, any Jeeves Program Agreement or regional equivalent, and termination of one does not by itself affect the other. Jeeves may reference or share KYB and compliance diligence it already has on file.

16.3 Affiliates and Subcontractors. Jeeves may perform any part of the Services through Affiliates, subcontractors and local partners, and remains responsible for their performance of the Services subject to the Agreement.

17. General Provisions

17.1 Governing Law; Venue. The Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York for any dispute arising out of or relating to the Agreement, except that either Party may seek injunctive relief in any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights.

17.2 Assignment. Customer may not assign the Agreement without Jeeves's prior written consent. Jeeves may assign the Agreement to an Affiliate or in connection with a merger, acquisition, financing or sale of substantially all of its assets or the relevant business.

17.3 Force Majeure. Neither Party is liable for delay or failure to perform, other than payment obligations, caused by circumstances beyond its reasonable control.

17.4 Notices. Notices must be in writing and sent to the addresses in the applicable Order Form, or another address a Party designates in writing. Customer consents to receive notices from Jeeves electronically and agrees that this consent has the same legal effect as a signature. Jeeves may give any notice, including notice of an update to these Terms under Section 17.12, through Apex, through a shared messaging channel Jeeves maintains with Customer (such as a Slack channel), by email to Customer's administrators or designated contacts, or by posting it to Jeeves's legal page at legal.tryjeeves.com or its successor address (the "Legal Page"), and an electronic notice is received twenty-four (24) hours after it is sent.

17.5 Independent Contractors. The Parties are independent contractors. The Agreement does not create a partnership, joint venture or agency relationship.

17.6 No Third-Party Beneficiaries. The Agreement confers no rights on any person other than the Parties, except as Section 13.5 provides.

17.7 Severability; Waiver. If a provision is held unenforceable, it will be modified to the minimum extent necessary and the remaining provisions remain in effect. No waiver is effective unless in writing and signed by the waiving Party.

17.8 Order of Precedence; Narrowing. In a conflict, the Order Form controls over these Terms as to scope, fees, term and the other commercial terms specific to that engagement, and these Terms control over any Customer purchase order, portal or click-through terms. An Order Form may narrow the Services and may add or restrict features, but no Order Form or other document may reduce Jeeves's rights under Sections 6 through 9, 12 or 13, or increase Jeeves's liability or obligations beyond these Terms, unless it identifies the section it modifies and is signed on Jeeves's behalf by its General Counsel or another officer Jeeves designates in writing.

17.9 Entire Agreement; Amendment. The Agreement is the entire agreement of the Parties on its subject matter and supersedes all prior proposals, discussions and agreements on it. Except as Section 17.12 provides, no amendment is effective unless in writing and signed by both Parties.

17.10 Counterparts. The Agreement and each Order Form may be signed in counterparts, including electronically, each of which is an original.

17.11 Publicity. Jeeves may identify Customer by name and logo as a customer in customer lists and marketing materials. Case studies, testimonials and quotations require Customer's prior written approval.

17.12 Updates to Terms; Online Acceptance. Jeeves may update or replace these Terms, and any policy, schedule or addendum that forms part of the Agreement (including the DPA, Schedule 1 and any privacy notice or policy that the Agreement references and Jeeves posts to the Legal Page), by posting the updated version to the Legal Page and giving Customer notice under Section 17.4. Customer may be asked to accept an update online, such as by clicking "I agree" in Apex. An update applies to each Order Form then in effect, and to every later Order Form and renewal, from the effective date stated in the notice, which will be at least [thirty (30)] days after the notice unless the update is required by law or does not materially reduce Customer's rights. Customer's or any Authorized User's acceptance of an update online, or continued access to or use of the Services after its effective date, is Customer's consent to the updated terms, and Customer agrees that this consent has the same legal effect as a signature. [If Customer objects in writing during the notice period to an update that materially reduces its rights, the update will not apply to Customer until its next renewal term, and Customer may give notice of non-renewal under Section 15.2.] Section 5.7 governs changes to fees and Credit rates.

18. Platform Services

18.1 Applicability. This Section 18 applies where an Order Form includes Platform Services.

18.2 Access; Authorized Users. Jeeves will make Apex available to Customer's Authorized Users through the interfaces stated in the Order Form, subject to the Agreement and Schedule 1. Customer is responsible for its Authorized Users' acts and omissions and for safeguarding credentials, and Jeeves may rely on instructions and approvals given through an Authorized User's credentials.

18.3 Customer Systems Authorization. Customer authorizes Jeeves, its Personnel and its Agents to access, connect to, extract data from and, as Customer has configured or approved, take actions in Customer Systems on Customer's behalf, including through APIs, credentials Customer supplies, and automated log-in and statement retrieval where a system offers no API. Customer represents and warrants that it has the authority and all consents necessary to grant that authorization, and that the access, as Customer authorizes it, does not breach any agreement with or right of any third party or any law. Access is read-only unless Customer expressly enables write or action permissions. Customer controls credential scopes and is responsible for revoking them. Jeeves will use Customer's credentials only to provide the Services, and may suspend a connector at any time if a third party objects, its terms or interfaces change, or Jeeves reasonably believes access presents a legal or security risk. Jeeves is not responsible for the availability, changes or restrictions of Customer Systems. Jeeves does not guarantee that it can integrate with every Customer System or data source Customer identifies, and is not responsible for an integration that the third party makes unavailable, restricted or unsupported. The Parties will work together in good faith to enable the integrations or, if one is not feasible, to achieve the Order Form's objective without it, and fees, Commitments and availability are not reduced or delayed because an integration is unavailable or Customer does not provide the access Jeeves needs.

18.4 Workflows, Rules and Versioning. Customer's Authorized Users may configure, test and publish versions of Workflows and rules through Apex, and Jeeves may tune them. Each version, including each correction or rule that results from a reviewer's decision, is Jeeves Technology under Section 8.1. Jeeves keeps version history, and Customer may roll back to a prior version while it has access. Section 9.4 applies to versions Customer publishes.

18.5 Availability; Support. Jeeves will use commercially reasonable efforts to make Apex available and to respond to support requests within the targets stated in the Order Form. Response and availability targets are goals, not service levels, and no credits or refunds apply unless the Order Form expressly says so. This Section does not modify Section 9 or Section 10.3.

18.6 Hosting Environment. Apex runs on shared (multi-tenant) infrastructure unless the Order Form states a dedicated environment or a data residency commitment. Jeeves maintains the safeguards in Section 7.5 regardless of hosting architecture.

18.7 Combined Engagements. For a Combined Engagement, Section 3 and the Forward-Deployed Services provisions of Section 4 apply to the Forward-Deployed Services component, this Section 18 applies to the Platform Services component, and fees for each are as set out in the Order Form.

19. Customer-Facing Agents

19.1 Applicability. This Section 19 applies where an Order Form designates an Agent as a Customer-Facing Agent.

19.2 AI Disclosure. Customer will ensure that, to the extent required by applicable law, each End Customer interacting with a Customer-Facing Agent is clearly and conspicuously informed that they are interacting with an artificial intelligence system rather than a human, before or at the outset of the interaction. Jeeves will make configurable disclosure functionality available for this purpose; selecting and correctly configuring it for Customer's use case and jurisdictions is Customer's responsibility.

19.3 Human Escalation. Jeeves will support a configurable escalation or hand-off path from a Customer-Facing Agent to a human representative of Customer. Customer will ensure End Customers have a reasonable means to reach a human, consistent with applicable law and Customer's policies.

19.4 Content and Communications Compliance. Customer is the sender of record of every communication a Customer-Facing Agent makes, and is solely responsible for the content, scripts, prompts and cadence configured for it and for ensuring that content, and Customer's use of the Customer-Facing Agent to contact End Customers, complies with applicable law, including consumer protection, debt collection (such as the FDCPA, Regulation F and state debt collection statutes), telemarketing and messaging law (such as the TCPA, CAN-SPAM and state analogs), and unfair, deceptive or abusive practices statutes. Jeeves's configuration assistance is not legal advice or a compliance sign-off.

19.5 End Customer Data. Personal data of End Customers collected or processed through a Customer-Facing Agent is Customer Data. As between the Parties, Customer is the controller (or equivalent) of that data, and Jeeves processes it as a service provider or processor on Customer's documented instructions, subject to the data processing addendum referenced in Section 7.8.

19.6 No Impersonation; Fair Dealing. Customer will not configure a Customer-Facing Agent to impersonate a human where disclosure is legally required, to misrepresent Customer's identity, or to engage in unfair, deceptive or abusive practices toward End Customers.

19.7 Customer Representation. Customer represents and warrants that it has, and will maintain throughout the applicable Order Form, all rights, consents and legal bases necessary for End Customers to be contacted and to interact with a Customer-Facing Agent as configured.

19.8 Indemnification. Customer's obligations under Section 12.2 apply to claims arising from Customer's configuration of a Customer-Facing Agent's content or communications, Customer's failure to obtain necessary consents from End Customers, or Customer's breach of this Section 19.

19.9 Recordkeeping. Jeeves will retain, and make available to Customer on request, logs of Customer-Facing Agent interactions for the period stated in the Order Form (or, if none is stated, twelve (12) months), to support Customer's compliance and dispute-resolution needs.

Schedule 1 — Acceptable Use and Platform Rules

Customer and its Authorized Users will not, and will not allow others to:

(a) use Apex for any unlawful, fraudulent, deceptive or abusive purpose, or to violate the rights of others;

(b) upload malware, or probe, scan or test the vulnerability of Apex or its infrastructure without Jeeves's prior written permission;

(c) share credentials or allow access by anyone who is not an Authorized User;

(d) exceed or circumvent rate limits, concurrency limits or Credit metering, or overload Apex;

(e) provide Prohibited Data (Section 7.4);

(f) connect Customer Systems it is not authorized to connect, or direct Apex to take actions it is not authorized to take;

(g) configure a Customer-Facing Agent in breach of Section 19;

(h) use Apex to develop a competing product, to benchmark it, or to extract its prompts, rules or configurations (Section 8.5);

(i) use Apex to make decisions about an individual's creditworthiness, employment or eligibility for essential services without Jeeves's prior written agreement; or

(j) interfere with other Jeeves customers' use of Apex.

Jeeves may throttle or suspend access under Section 15.5 for a violation of this Schedule, and may update this Schedule on notice under Section 17.12.