

Master Terms of Service

Version 2.1 (January 2026)

These Master Terms of Service ("Terms") are entered into as of the Effective Date between Corti ApS, a corporation organized and existing under the laws of Denmark, having its principal office at Kuglegårdsvej 2, 2nd floor, 1434 Copenhagen K, Denmark, with company registration number 35669825 (together with its Affiliates, "Corti") and Customer (as defined below) ("Customer", "you", or "your"). The Terms govern Customer's use of the Corti Services (as such term is defined below).

Acknowledgment

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND/OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS, AND THE TERMS AND CONDITIONS OF OUR [PRIVACY POLICY](#) (THE "PRIVACY POLICY"), WHICH IS HEREBY INCORPORATED INTO THESE TERMS BY REFERENCE (COLLECTIVELY, WITH THE ORDER FORM, THE "AGREEMENT").

If you are entering into these Terms on behalf of an organization, you represent that you have the authority to bind that entity.

You acknowledge that no term in any Order entered into via a reseller will be deemed to modify the Agreement unless pre-authorized in writing by Corti.

Background

Corti provides an artificial intelligence infrastructure platform ("Platform") that enables its customers to deploy and scale AI offerings. The Platform offers foundation models, APIs, and developer tools for integrating AI into software solutions.

For purposes of this Agreement, "Corti" means the Corti group entity identified below that corresponds to the Customer's principal place of business (or, if the Customer is an individual, their country of residence):

- the United States, Corti America Inc., a corporation organized and existing under the laws of the State of Florida and having a place of business at 390 NE 191st St STE 17295 Miami, FL 33179, USA;
- the European Economic Area or Switzerland, Corti ApS, a corporation organized and existing under the laws of Denmark, having its principal office at Kuglegårdsvej 2, 2nd floor, 1434 Copenhagen K, Denmark, with company registration number 35669825;
- the United Kingdom, Corti AI UK Limited, a company incorporated under English law (company number 15562479), having its registered office at 86-90 Paul Street, 3rd Floor, London, United Kingdom, EC2A 4NE; or
- any other jurisdiction, the Corti entity expressly named as the contracting entity on the applicable Order Form.

The relevant Corti entity shall be the contracting party under this Agreement and the issuer of the applicable Order Form.

The following Terms shall apply to your use of the Platform and the Corti Services.

1. DEFINITIONS

Defined terms shall have the meanings set out below:

1.1.

"Activation Support" means onboarding, implementation support, enhanced technical assistance, integration assistance, specialized consulting, custom development, training, and

advanced technical services provided by Corti to help Customer deploy, configure, and optimize the Platform. Additional Activation Support may be purchased using API Credits as specified in an Order Form or through the Platform console and are billed based on the scope of work set forth in the applicable Statement of Work or service description. For Order Forms structured with a Pricing Envelope under Section 1.5, API Credits committed under the Pricing Envelope may be used for both Platform Services consumption and Activation Support services, unless otherwise specified in the Order Form.

1.2.

"Administrator" means one or more individuals who are employees of the Customer, having responsibility for the administration of the Platform on the Customer's side.

1.3.

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

1.4.

"API" means the application programming interfaces made available by Corti as part of the Platform, which allow Customer's systems, applications, or services to communicate and interact with the Platform.

1.5.

"API Credits or Credits" means the metered units of consumption, with 1 API Credit being equal to one U.S. dollar (USD \$1.00) worth of tokenized API consumption, that is allocated to Customer for use of the Platform Services and Activation Support. API Credits are fungible and may be used for any Corti Service, including Platform Services (model inference, API calls, data processing) and Activation Support (implementation assistance, training, consulting), unless otherwise specified in an Order Form. For Enterprise Order Form Customers, API Credits may be structured as a "Pricing Envelope" a committed annual quantity of Credits that serves as both a spending floor (minimum commitment) and a consumption ceiling (maximum consumption without additional authorization), with pricing and any applicable credit-to-user conversion rates locked for the full term of the Order Form. Volume-based discount tiers may apply based on annual commitment levels, as specified in the applicable Order Form. Corti will calculate API Credit usage based on its system logs and metering infrastructure, which shall serve as the authoritative record for billing purposes.

Credit consumption rates and pricing are set forth in the applicable Order Form for Enterprise Orders or, for pay-as-you-go services, in Corti's then-current pricing published on the Platform.

1.6.

"API Rate Limits" means the maximum number of API requests, volume of data processed, or computational resources that Customer may consume within a specified time period, as defined in the applicable Order Form, the Documentation, or Corti's then-current usage or service policies. API Rate Limits may vary by commitment tier or API and may be adjusted by Corti to maintain Platform stability, provided that any material reductions will be communicated in advance.

1.7.

"Authorized User" means employees or computerized system of Customer or its Affiliates (or other individuals or customers of the Customer solely to the extent explicitly permitted in an Order Form) selected by Customer to access and use the Corti Services and Platform.

1.8.

"Beta Service" means any feature of the Corti Platform that is clearly designated as "beta", "experimental", "preview" or similar, that is provided prior to general commercial release, and that Corti, at its sole discretion, offers to Customer, and Customer at its sole discretion elects to use.

1.9.

"Business Days" means Monday through Friday, excluding public holidays observed in the jurisdiction of the Corti contracting entity as identified in the Background section of this Agreement. For purposes of calculating time periods expressed in business days, only Business Days shall be counted.

1.10.

"Corti IP Rights" means copyrights, designs, patents, trademark rights, domain names, and any other proprietary intellectual property rights and know-how to the Platform, including the software, any Enhancements, and the Documentation.

1.11.

"Corti Services" means the (a) "Platform Services", which include hosting and operating the Platform, providing API access, executing AI model inference and processing requests,

generating Output, and related technical services necessary to deliver the Platform functionality; (b) "Support Services", and (c) "Activation Support". For clarity, "Platform Services" refers specifically to the hosted AI platform and API capabilities, while "Corti Services" is the collective term encompassing Platform Services, Support Services, and Activation Support. References to "Platform Services" throughout this Agreement refer to the services described in subsection (a) above.

1.12.

"Customer" means the person or entity seeking to use the Platform pursuant to these Terms.

1.13.

"Customer Data" means any data, content, or information (including Personal Information) that (a) Customer or its Authorized Users submit to or transmit through the Platform in connection with use of the Corti Services (including API requests, audio files, text inputs, and configuration data); or (b) data generated by the Platform solely for Customer's use and contains or is derived directly from Customer's submitted content (such as intermediate processing results or enriched datasets created for Customer). Customer Data does not include (a) Usage Data, (b) aggregated or anonymized data that cannot be used to identify Customer or any individual, (c) data or content originating from Corti or its licensors, (d) any data that is publicly available or lawfully obtained by Corti from sources other than Customer, or (e) improvements, enhancements, learnings, insights, algorithmic developments, model weights, parameters, or other technological advances to Corti's models, algorithms or systems that result from processing Customer Data, Personal Information, or Customer's proprietary business information.

1.14.

"Data Processing Agreement" or "DPA" means the applicable data processing, data protection, or privacy agreement governing Corti's processing of Personal Information under applicable law, which may include: (a) for the European Economic Area, United Kingdom, or Switzerland: the Corti Data Processing Agreement available [here](#); (b) for the United States where the Customer is a HIPAA Covered Entity or Business Associate: the Business Associate Agreement ("BAA") available [here](#); or (c) for other jurisdictions: equivalent data protection addenda as required by applicable law. If the parties have executed a separate Data Processing Agreement or BAA, that executed version shall apply. Otherwise, the Corti

standard agreement for the applicable jurisdiction is incorporated into this Agreement by reference. For purposes of this Agreement, references to "DPA" include the BAA where applicable.

1.15.

"Documentation" means any user guidelines, tutorials, manuals, or other documentation that may be provided by Corti from time to time regarding the Platform and which are available [here](#).

1.16.

"Effective Date" is the date upon which Customer accepts these Terms.

1.17.

"Enhancements" means updates, upgrades, modifications, improvements, developments, new features, or other enhancements related to the Platform.

1.18.

"Excluded Claims" means claims arising from (a) personal injury or death caused by the gross negligence or wilful misconduct of a party, its employees or agents; (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot be excluded or limited as a matter of applicable law; and (d) Losses attributable to the third party IP indemnity in section 7.1.1 (subject to at all times to section 7.1.2).

1.19.

"Monthly Subscription" means a recurring monthly subscription package for a fixed allotment of API Credits at a specified monthly fee, as offered through the Platform console or in an Order Form. Monthly Subscriptions are billed monthly in advance on a take-or-pay basis and are non-cancellable during the monthly term. Unused API Credits from a Monthly Subscription remain valid and carry forward to subsequent months within the twelve (12) month period from the date of purchase (the "Credit Validity Period"), as set forth in Section 3.7.

1.20.

"Order" means a request for Corti Services made through an executed Order Form, referencing this Agreement. Orders typically apply to annual commitments, volume usage, or custom arrangements and may include negotiated pricing, SLAs, or other customized terms. In the event of any conflict between this Agreement and an Order, the Order Form will prevail only with respect to the specific terms described therein.

1.21.

"Order Form" means the written or electronic document that serves as the vehicle for Orders and becomes binding when executed by both parties. Each Order Form sets out the commercial details of the Order, including the description of Corti Services, fees, usage limits, term, any special conditions, and references to applicable Statements of Work. For clarity, Monthly Subscriptions and PAYG Wallet purchases do not require Order Forms and are instead initiated through Transactions as defined in Section 1.36.

1.22.

"Order Form Customers" means customers who have entered into a contractual agreement with Corti by executing an Order Form for annual commitments or custom arrangements.

1.23.

"Output" means any results, responses, analyses, transcriptions, summaries, recommendations, or other content generated by the Platform in response to Customer Data or other inputs provided by or on behalf of Customer. Output is generated content derived from processing Customer Data or Customer input through the Platform, but does not include Usage Data

1.24.

"Pay-As-You-Go Wallet" or "PAYG Wallet" means a prepaid credit balance that Customer may load into their Platform account and draw down based on actual usage of Corti Services. PAYG Wallet credits are purchased in advance and consumed as Customer uses the Platform, with billing occurring when Customer replenishes the wallet balance.

1.25.

"PAYG Wallet Customers" are customers who purchase and use Corti Services through a prepaid wallet balance on the Platform, as distinct from Monthly Subscription Customers or Enterprise Customers.

1.26.

"Personal Information" means any information submitted by or on behalf of Customer to the Platform relating to an identified or an identifiable natural person.

1.27.

"Platform Services" means the hosted AI platform capabilities, API access, model inference, data processing, and related technical services provided by Corti to deliver the Platform

functionality. All Platform Services, pricing, API specifications, and service descriptions are maintained at docs.corti.ai, with detailed technical documentation, integration guides, and current pricing information available through Corti's online documentation portal. Individual Order Forms will reference specific Platform Services selected by Customer.

1.28.

"Service Disruption" means any unplanned interruption, degradation, or unavailability of the Platform Services that materially impairs Customer's ability to access or use the APIs, excluding disruptions caused by Customer's infrastructure, internet connectivity, or third-party services not controlled by Corti.

1.29.

"SLA" means the Service Level Agreement that describes the service performance standards and support levels applicable to the Corti Services. If the parties have executed a separate Service Level Agreement, that executed version shall apply. Otherwise, the Corti standard Service Level Agreement available [here](#) is incorporated into this Agreement by reference.

1.30.

"SOW" means a Statement of Work, which is a document executed by both parties that describes specific professional services, deliverables, timelines, and any associated fees or responsibilities to be performed under this Agreement. Each SoW will reference this Agreement, form an integral part of each Order Form, as part of the Enterprise Order.

1.31.

"Support Services" means the software support operated and made available by Corti as further described in the SLA.

1.32.

"System" means any application, computing or storage device, or network.

1.33.

"Third-Party Sites" means any websites, platforms, applications, or other software or materials owned and operated by third parties.

1.34.

"Transaction" means any self-service purchase, subscription, activation, or usage event initiated by Customer through the Platform console, developer portal, or API interface, including PAYG Wallet credit purchases, Monthly Subscription, Activations Support or trial

registrations. Transactions are completed through electronic acceptance mechanisms within the Platform, including clickthrough acceptance, electronic signature, or confirmation buttons. Receipt of a Transaction confirmation email or display of a confirmation screen within the Platform constitutes Customer's acceptance of this Agreement and the applicable usage and billing terms published on the Platform at the time of the Transaction. For clarity, Transactions do not include Enterprise Orders, which are separate bilateral agreements executed via Order Forms signed by or otherwise accepted on behalf of both parties.

1.35.

"Usage Data" means technical and operational data generated in connection with Customer's use of the Platform that relates to the performance, operation, and utilization of the Corti Services. Usage Data may include API call metadata (such as timestamps, response times, error codes, and endpoint usage), technical logs, telemetry data, performance metrics, and aggregated statistical information about Platform usage patterns. Usage Data does not include Customer Data, the substantive content of inputs or outputs processed through the Platform, or any information that directly identifies Customer's specific patients, personnel, or proprietary business information. If Usage Data initially contains or could be used to re-identify any Personal Information or Protected Health Information (PHI), Corti will either: (a) de-identify such data in accordance with applicable standards (including HIPAA de-identification standards at 45 CFR § 164.514 for PHI, or equivalent standards under other applicable laws); or (b) handle such data in accordance with the DPA or BAA, as applicable. Corti may use properly de-identified or aggregated Usage Data to operate, maintain, analyze, and improve the Platform and related technologies, and may incorporate such data into benchmarks, research, or derivative works, provided that such use does not re-identify any Customer, individual, or entity.

1.36.

"Wallet" means the Customer's credit balance maintained by Corti, which records the amount of prepaid API Credits purchased by Customer and the deductions made based on Customer's consumption of the Corti Services. The Wallet is an accounting mechanism only and does not create a separate account, escrow, or property interest in favor of Customer.

2. USE OF THE PLATFORM SERVICES

2.1.

Revenue Arrangement Frameworks. Customer may engage with Corti through one of three payment models:

2.1.1.

Pay-As-You-Go (PAYG) Wallet. Customer loads prepaid API Credits into a wallet balance and credits are consumed based on actual usage. Payment occurs when Customer replenishes the wallet balance.

2.1.2.

Monthly Subscription. Customer subscribes to automatic monthly billing of a fixed fee for a predetermined allotment of API Credits. Monthly fees are automatically charged to Customer's payment method each month.

2.1.3.

Commitments (Order Form only). Customer commits to a specified dollar amount of API Credits to be consumed within a fixed period (expressed as whole years) as specified in an Order Form. At the end of the commitment period, Corti will invoice Customer for the difference between the committed amount and actual consumption, and remaining Credits then lapse.

2.2.

Customer Acknowledgments Regarding AI Output. Customer acknowledges and agrees that:

2.2.1.

Output is probabilistic and may be inaccurate. Output generated by the Platform (including transcripts, summaries, analyses, or recommendations) may be incomplete, inaccurate, or inappropriate for your specific use case. Customer must not rely on Output as a sole source of truth, factual information, or as a substitute for professional judgment, advice, or decision-making.

2.2.2.

Human validation is required. Customer is responsible for evaluating all Output for accuracy, completeness, and suitability before relying on it, sharing it, or incorporating it into any workflow. Where Output may influence clinical, operational, or other high-impact decisions, Customer must implement appropriate human oversight and review consistent with applicable laws, regulations, and professional standards.

2.2.3.

Restrictions on use involving individuals. Customer must not use any Output about an identified or identifiable person for any purpose that could have a legal, clinical, or material impact on that person, including making or influencing decisions about their health, medical care, insurance coverage, credit, education, housing, employment, or legal rights.

2.3.

No representation or endorsement. Corti does not make any representation or warranty that the Output will be error-free or suitable for use without professional oversight. Output may include incomplete or contextually inaccurate information and should be reviewed and validated by qualified personnel before being used for clinical or operational purposes. Customer is solely responsible for determining whether and how to use Output, ensuring that your use complies with applicable law, regulatory requirements, and professional standards.

2.4.

Corti Responsibilities.

2.4.1.

Right To Access

2.4.1.1

PAYG Customers. For Customers accessing the Platform using pay-as-you-go billing, Corti grants a limited, revocable, non-exclusive, and non-transferable right to access and use the Platform and Corti Services, subject to usage-based fees and the applicable usage and billing terms published on the Corti developer portal

2.4.1.2

Monthly Subscription Customers. For Customers accessing the Platform through Monthly Subscription packages, Corti grants a limited, revocable, non-exclusive, and non-transferable right to access and use the Platform and Corti Services, subject to maintaining an active Monthly Subscription with a valid payment method on file, in accordance with this Agreement, the Documentation, and the applicable Monthly Subscription terms. Access will continue through the end of any paid monthly billing period, even if the Monthly Subscription is cancelled or terminated during that period.

2.4.1.3

Order Form Customers. During the applicable Order Term, and subject to timely payment of all applicable fees under an Order, Corti grants Customer and its Authorized Users a limited,

revocable, worldwide, non-exclusive, and non-transferable right to access and use the Platform and Corti Services, in accordance with this Agreement, the Documentation, and the applicable Order Form.

2.4.2.

Services. Corti is responsible for the operation of the Platform in connection with the provision of the Platform Services, which include the hosting, maintenance, and delivery of Corti's AI capabilities. The performance, availability, and support levels of these Services will be governed by Corti's SLA.

2.4.3.

Security Measures. Corti shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, integrity, and availability of Customer Data and the Platform Services ("Security Measures"). The Security Measures are described in Corti's Security Documentation available in Corti's Trust Center [here](#) and incorporated herein by reference. For Customers subject to the DPA, additional security obligations are set forth in the DPA. For customers subject to the BAA, security requirements for Protected Health Information are governed by the BAA. Corti may update the Security Measures from time to time, provided that such updates will not materially reduce the overall level of protection for Customer Data. Corti will provide notice of material changes

2.4.4.

Subcontractors. Corti shall be responsible for its use of any subcontractors, as if Corti had performed such services itself. Entering into this Agreement, Corti makes use of the subcontractors set out [here](#) and in the Documentation. Unless otherwise notified to and agreed with Corti, Customer is deemed to agree and accept such subcontractors.

2.4.5.

Corti Compliance with laws. Corti will provide the Corti Services in accordance with (a) applicable laws in the jurisdiction of the Corti contracting entity identified in the Background section of these Terms; and (b) data protection and privacy laws applicable to Corti as a data processor (or sub-processor as applicable), as set for in the DPA or BAA. When the Corti Services involve processing of data across multiple jurisdictions (such as when Customer is located in one jurisdiction and Corti processes data using infrastructure or subprocessors in other jurisdictions), Corti will implement appropriate safeguards in accordance with the DPA

and applicable law, which may include Standard Contractual Clauses, adequacy decisions, or other lawful transfer mechanisms.

2.5.

Customer responsibilities.

2.5.1.

General Requirements. The customer is responsible for establishing and maintaining the technical environment required to connect to and use the API as described in the Documentation, including secure management of API Keys, network connectivity, and configuration.

2.5.2.

API Keys and Authentication The Customer is solely responsible for the security of its API Keys and authentication credentials. Customer will (a) keep such credentials confidential, (b) store API Keys securely using industry-standard secret management practices (such as encrypted vaults or key management services); (c) not embed API Keys directly in client-side code, public repositories, or unsecured configuration files; (d) implement appropriate access controls limiting which personnel and systems can access API Keys; (e) use separate API Keys for development, testing, and production environments where feasible; (f) rotate API Keys periodically in accordance with Customer's security policies and upon termination of any personnel with access to such keys; and (g) immediately notify Corti at security@corti.ai if Customer suspects or detects any unauthorized access, disclosure, or use of API Keys. Upon notice of suspected compromise, Corti may immediately suspend the affected API Keys to prevent further unauthorized use. Corti will provide Customer with the ability to generate new API Keys through the Platform dashboard. Customer acknowledges that all API requests made using Customer's valid API Keys will be deemed authorized by Customer and billed accordingly, regardless of whether such requests were made by Customer or by unauthorized third parties who obtained Customer's keys. Customer will cooperate with any Corti investigation of suspected security incidents involving Customer's API Keys.

2.5.3.

Data Responsibility. Customer is solely responsible for the accuracy, legality, and content of any data transmitted to or through the API. Customer must ensure that it has all necessary

rights and authorizations to submit and process such data using the Platform. Customer will make and maintain its own backups of Customer Data.

2.5.4.

Reasonable Use instructions. Customer shall follow all reasonable use instructions and recommendations given by Corti in respect of the use of the Platform, including Corti's published rules, policies, or guidelines, whether in the Documentation or otherwise. Customer shall cover any additional costs of Corti incurred by Customer not fulfilling its obligations as set form in the Documentation.

2.5.5.

Customer Compliance with laws.

2.5.5.1.

Customer undertakes it shall, and shall procure that its Authorized Users shall, use the Corti Services in compliance with all applicable laws and government regulations, including, without limitation, those related to data protection and data privacy.

2.5.5.2.

Customer acknowledges and agrees that the Corti Services may be subject to export controls and trade sanctions administered or enforced by the United States and other jurisdictions. Customer may not export or provide access to the Platform Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing, this restriction applies (a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.

2.5.5.3.

Customer acknowledges that certain Platform components may include open-source software.

2.5.6.

Unauthorized Access or Use. Customer will prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify Corti.

Customer is solely responsible for the security of the API Keys, and ensuring that its Administrators' and Authorized users' access means remain secure and confidential, and that and will notify Corti immediately if it suspects any unauthorized use of a user account.

2.5.7.

Responsibility for Users. Customer will be fully responsible for the Authorized Users' authentications, for any actions taken using Customer's user accounts, and for any acts or omissions of Customer's personnel. If requested by Corti, Customer will provide a list of its then-current Administrators and Authorized Users within 5 days.

2.5.8.

API Operations and Technical Requirements

2.5.8.1

Rate Limits and Throttling. Customer's use of the Platform APIs is subject to API Rate Limits as specified in the applicable Order Form, Documentation, or Corti's usage policies, subject to a default Rate Limit of 100 concurrent connections. If Customer exceeds applicable Rate Limits, Corti may throttle, queue, or reject API requests, or charge additional fees. Corti will make commercially reasonable efforts to provide notice of rate limit violations through API response codes and error messages. Customers may request temporary rate limit increases by contacting Corti support, subject to Corti's approval and additional fees.

2.5.8.2

Service Availability. Corti will use commercially reasonable efforts to make the Platform APIs available in accordance with the uptime commitments set forth in the SLA. Customer acknowledges that API availability may be affected by factors outside Corti's control, including internet connectivity, third-party services, and Customer's own infrastructure.

2.5.8.3

Credit Exhaustion and Service Continuity. If Customer exhausts its allocated API Credits or prepaid balance:

2.5.8.3.1.

For Customers with an active Order Form. Corti will provide email notice to Customer's designated billing contact when Customer reaches 90% and 100% of allocated API Credits. Corti may continue to provide services for up to five (5) business days after API Credit exhaustion to allow Customer to purchase additional API Credits, with such overage billed at standard rates.

2.5.8.3.2.

For Pay-As-You-Go Customers. If Customer's payment method fails or Customer reaches any applicable account limits, Corti may immediately suspend API access until payment is received or limits are increased.

2.5.8.3.3.

For Subscription Customers. For subscription API customers, Corti will notify the designated billing contact when 90% and 100% of the allocated API Credits have been consumed. Corti may immediately suspend API access until payment is received or limits are increased.

2.5.8.4.

Healthcare Workflow Protection. For customers using the Platform in clinical or patient care workflows, Customer must implement appropriate fallback procedures and must not rely solely on API availability for time-sensitive medical decisions.

2.5.8.5.

API Request Specifications. Customer will format API requests in accordance with the Documentation. Corti may reject malformed requests, requests exceeding size limits, or requests that Corti reasonably determines pose a security or stability risk. Timeout periods, maximum payload sizes, and other technical specifications are set forth in the Documentation.

2.5.5.

Customer Compliance with laws.

2.5.5.1.

Customer undertakes it shall, and shall procure that its Authorized Users shall, use the Corti Services in compliance with all applicable laws and government regulations, including, without limitation, those related to data protection and data privacy.

2.5.5.2.

Customer acknowledges and agrees that the Corti Services may be subject to export controls and trade sanctions administered or enforced by the United States and other jurisdictions.

Customer may not export or provide access to the Platform Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing, this restriction applies (a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.

2.5.5.3.

Customer acknowledges that certain Platform components may include open-source software.

2.5.6.

Unauthorized Access or Use. Customer will prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify Corti.

Customer is solely responsible for the security of the API Keys, and ensuring that its Administrators' and Authorized users' access means remain secure and confidential, and that and will notify Corti immediately if it suspects any unauthorized use of a user account.

2.5.7.

Responsibility for Users. Customer will be fully responsible for the Authorized Users' authentications, for any actions taken using Customer's user accounts, and for any acts or omissions of Customer's personnel. If requested by Corti, Customer will provide a list of its then-current Administrators and Authorized Users within 5 days.

2.5.8.

API Operations and Technical Requirements

2.5.8.1.

Rate Limits and Throttling. Customer's use of the Platform APIs is subject to API Rate Limits as specified in the applicable Order Form, Documentation, or Corti's usage policies, subject to a default Rate Limit of 200 concurrent connections. If Customer exceeds applicable Rate Limits, Corti may throttle, queue, or reject API requests, or charge additional fees. Corti will make commercially reasonable efforts to provide notice of rate limit violations through API response codes and error messages. Customers may request temporary rate limit increases by contacting Corti support, subject to Corti's approval and additional fees.

2.5.8.2.

Service Availability. Corti will use commercially reasonable efforts to make the Platform APIs available in accordance with the uptime commitments set forth in the SLA. Customer acknowledges that API availability may be affected by factors outside Corti's control, including internet connectivity, third-party services, and Customer's own infrastructure.

2.5.8.3.

Credit Exhaustion and Service Continuity. If Customer exhausts its allocated API Credits or prepaid balance:

2.5.8.3.1.

For Customers with an active Order Form. Corti will provide email notice to Customer's designated billing contact when Customer reaches 90% and 100% of allocated API Credits. Corti may continue to provide services for up to five (5) business days after API Credit exhaustion to allow Customer to purchase additional API Credits, with such overage billed at standard rates.

2.5.8.3.2.

For Pay-As-You-Go Customers. If Customer's payment method fails or Customer reaches any applicable account limits, Corti may immediately suspend API access until payment is received or limits are increased.

2.5.8.3.2.

For Subscription Customers. For subscription API customers, Corti will notify the designated billing contact when 90% and 100% of the allocated API Credits have been consumed. Corti may immediately suspend API access until payment is received or limits are increased.

2.5.8.4.

Healthcare Workflow Protection. For customers using the Platform in clinical or patient care workflows, Customer must implement appropriate fallback procedures and must not rely solely on API availability for time-sensitive medical decisions.

2.5.8.5.

API Request Specifications. Customer will format API requests in accordance with the Documentation. Corti may reject malformed requests, requests exceeding size limits, or requests that Corti reasonably determines pose a security or stability risk. Timeout periods, maximum payload sizes, and other technical specifications are set forth in the Documentation.

2.6.

Platform Restrictions.

2.6.1.

Customer will not and will ensure its users do not, directly or indirectly:

2.6.1.1.

except as expressly permitted in an Order Form, sell, resell, rent, lease, license, sublicense, assign, transfer, distribute, host, time-share, outsource, provide service bureau or managed service access to, disclose, modify, or otherwise make the Platform, the API, or any API

credentials available to any third party. Customer may incorporate Output generated through API usage into Customer's own software products or services;

2.6.1.2.

reverse engineer source code or machine learning model parameters;

2.6.1.3.

use the API to develop or train competing machine-learning models or services to Corti;

2.6.1.4.

use the API or Output for unlawful purposes or in violation of regulatory requirements;

2.6.1.5.

interfere with or degrade the Platform, or introduce malware or harmful code;

2.6.1.6.

misrepresent the Output generated by the Platform as having been human-generated.

2.6.1.7.

rely on Output for medical diagnosis or treatment decisions without appropriate human oversight;

2.6.1.8.

bypass, disable, interfere with, or attempt to circumvent safety features, guardrails, or content filters embedded in the Platform, including via prompt injection or adversarial inputs; and

2.6.1.9.

benchmark or test the Platform for competitive purposes without prior written approval.

2.6.2.

Output Usage. Customer may use Output generated by the Platform in its own products and services, provided that Customer ensures appropriate disclaimers about AI-generated content and maintains compliance with Sections 2.2-2.4 regarding responsible AI use.

2.6.2.1.

third parties cannot access Platform Services, APIs, or API credentials directly;

2.6.2.2.

the combined product does not market AI capabilities primarily under the Corti brand;

2.6.2.3.

third parties receive appropriate disclaimers about AI-generated Output as specified in Section 2.2;

2.6.2.4.

all Output usage complies with Sections 2.2-2.4 regarding human validation and responsible AI use; and

2.6.2.5.

Customer remains fully liable for third-party use of incorporated Output.

2.7.

Third-Party Use. Any distribution or integration of Platform Services for third parties requires prior written approval from Corti and may be subject to additional terms and fees as specified in a separate agreement.

2.8.

Enhancements. Customer acknowledges that it is entering into this Agreement based on the Platform and APIs as they exist on the Effective Date, and not in reliance on the delivery of any future functionality or features. Corti may, at its sole discretion, develop, modify, release, or deprecate features, models, endpoints, or other components of the Platform. Corti has no obligation to provide any particular platform enhancements or to maintain backward compatibility, except where explicitly stated in an active Order Form or the Documentation. Corti will, however, continue to provide updates and fixes necessary to keep the Platform in a secure and operational state in line with applicable service levels. All enhancements, modifications, and derivative works to the Platform, whether suggested, requested, or contributed by Customer, are and will remain the exclusive property of Corti. To the extent Customer may have any rights in such Enhancements, Customer hereby irrevocably assigns all such rights, title, and interest to Corti.

2.9.

Beta Services. From time to time, Corti may make available pre-release, experimental, or evaluation features, models, or API endpoints ("Beta Services"). Beta Services are provided solely for ideation, testing, and evaluation purposes, may contain errors or inaccuracies, and may be modified, suspended, or discontinued at any time without notice.

2.9.1.

Beta Services are not intended for use in any workflow where failure or inaccuracy could cause harm, regulatory non-compliance, or material impact. Corti makes no commitments

regarding the continued availability of any Beta Service or the release of a corresponding commercial version.

2.9.2.

Customer acknowledges that Beta Services are provided “as-is” without warranties of any kind and that Corti will have no liability arising from or relating to their use. Feedback regarding Beta Services may be used by Corti for any purpose, and all resulting enhancements or derivatives will remain Corti’s exclusive property.

2.9.3.

To the extent a license to any Beta Services has been granted, such Beta Services may be discontinued at any time without notice and without any obligation to provide a commercial version.

2.9.4.

If a Beta Service transitions to general availability (“GA”), Corti will notify Customer at least thirty (30) days in advance via email and through Platform notifications. Following such transition, the service will become subject to the standard terms, warranties, SLA commitments, and pricing applicable to Platform Services. If GA pricing differs from any Beta pricing (including free Beta access), Customer may discontinue use of the service without penalty. Continued use of the service after the GA transition date constitutes acceptance of the GA terms and pricing.

2.10.

Exclusions. The Corti Platform and APIs are provided as hosted services. Corti will not be responsible for failures, delays, or errors arising from or related to:

2.10.1

hardware (e.g. Microphones), software, network connectivity, or infrastructure not provided or controlled by Corti;

2.10.2

third-party services, integrations, or data sources not operated by Corti;

2.10.3

Customer’s or its users’ failure to follow Corti’s Documentation, implementation guidance, or security instructions;

2.10.4

Customer's modification or misuse of the API or SDKs;

2.10.5

Customer's rejection of required updates or Enhancements; or

2.11.

Customer Data.

2.11.1.

Processing rights. Corti processes Customer Data solely to provide and improve the Corti Services, including handling API requests, generating Output, and maintaining operational security. Unless otherwise agreed in writing or required by law, Corti does not permanently store Customer Data submitted through API calls beyond the period necessary to process the request or to ensure service integrity, troubleshooting, and compliance with the DPA or BAA.

2.11.2.

Backups. Corti does not serve as the system of record for Customer Data. Customer is responsible for maintaining its own persistent copies or backups of Customer Data and Output. In the event of any loss or corruption of data within Corti's control, Corti will use commercially reasonable efforts to restore such data from its existing logs or backups, if maintained, in accordance with its standard operational procedures.

2.11.3.

Personal Information. Corti will process Personal Information strictly in accordance with Customer's documented instructions as set out in the DPA or BAA. Any additional Customer-specific data-processing instructions may require written agreement and may result in additional charges.

2.12.

Support. Corti will provide technical support for the Platform and APIs at the level or type specified in the applicable Order Form or SLA. If no support level is specified, Customer's support will be limited to access to Corti's publicly available Documentation, developer resources, and community or status pages. Activation Support is not included unless expressly stated in an Order Form which will specify scope, deliverables, timelines, and applicable fees or API Credit allocation.

3. FEES AND PAYMENT

3.1.

Payment. Customer will pay all fees for the Corti Services as outlined in the applicable Order Form or, for PAYG Wallet or Monthly Subscription access, in accordance with Corti's published pricing at the time of use.

3.2.

General. Platform usage is measured in API Credits (see definitions), which is the unit of consumption used to quantify customers' use of the Corti Platform and APIs, unless otherwise specified in an Order Form. The Platform dashboard provides Customer with visibility into remaining API Credit balance and consumption trends. Dashboard data is provided for Customer convenience; Corti's system logs and metering infrastructure remain the authoritative record for billing purposes as set forth in Section 3.3.

3.3.

Basis of billing Corti will calculate API Credit usage based on its system logs, metering infrastructure, and monitoring data, which shall serve as the authoritative record for billing purposes.

3.4.

Currency and payment terms. All fees are payable in U.S. Dollars unless otherwise stipulated in an Order Form, and invoiced amounts are due within fourteen (14) days from the invoice date.

3.5.

Currency Selection. While U.S. Dollars is the default currency for Corti's pricing and billing, to facilitate international commerce and maintain pricing consistency across global markets, individual Order Forms may specify alternative currencies including Euros (EUR) or other currencies as mutually agreed by the parties. The applicable currency and exchange rate source for each Order Form will be clearly stated in that Order Form.

3.6.

Frequency of invoicing Billing frequency varies by customer arrangement: (a) PAYG Wallet Customers are billed upon replenishment of wallet balance, based on the credits purchased; (b) Monthly Subscription customers are billed monthly in advance for the upcoming monthly term's fixed credit allocation; and (c) Order Form Customers are invoiced in accordance with the payment schedule set forth in the applicable Order Form, which may include upfront payment, milestone-based billing, or periodic instalments.

3.7.

API Credit Validity. For customers purchasing API Credits:

3.7.1.

Credit Validity Period. All API Credits purchased (whether through PAYG Wallet, Monthly Subscription, or Enterprise Order) are valid for twelve (12) months from the date of purchase ("Credit Validity Period"), unless otherwise specified in an Order Form. Credits are consumed as Customer uses the Platform Services during the Credit Validity Period.

3.7.2.

Monthly Subscription. Monthly Subscriptions operate on a take-or-pay basis, with the payment obligation assessed at the end of each monthly billing cycle: Customer will be charged the full monthly subscription fee for each month regardless of actual usage or API Credit consumption during that monthly billing cycle. This monthly take-or-pay obligation means Customer must pay for each month's subscription whether the allocated credits are consumed or not. Unused credits from Monthly Subscriptions remain valid and carry forward to subsequent months within the Credit Validity Period. For clarity, this monthly obligation differs from annual Enterprise Orders, where the take-or-pay obligation is assessed at the end of the 12-month term.

3.7.3.

Order Form Take-or-Pay. Order Forms with committed API Credits operate on an annual take-or-pay basis. Customer must pay for the full annual commitment whether API Credits are consumed or not, unless otherwise specified in an Order Form. Payment obligation is assessed at the end of the 12-month term, with any unused committed credits lapsing and Corti invoicing Customer for the difference between the committed amount and actual consumption.

3.7.4.

Credit Exhaustion and Service Continuity. If Customer exhausts its allocated API Credits or prepaid balance: (a) For Customers with an active Order Form: Corti will provide email notice to Customer's designated billing contact when Customer reaches 90% and 100% of allocated API Credits. Corti may continue to provide services for up to five (5) business days after API Credit exhaustion to allow Customer to purchase additional API Credits, with any such overages billed at standard rates. For Order Forms structured with a Pricing Envelope, any

additional credits purchased beyond the Pricing Envelope ceiling ("top-up credits") will be priced at the same per-credit rate as Customer's existing Pricing Envelope commitment, with no surcharges or penalties applied for such overages, and such top-up pricing shall be specified and fixed in the applicable Order Form.

3.7.5.

Credit Expiration and Renewal. Credits that remain unused at the expiration of the Credit Validity Period will expire and become non-recoverable, except as follows: (a) if Customer renews or purchases additional credits within thirty (30) days of expiration, Customer may request that Corti either: (i) extend the validity of unused credits (up to 20% of the original purchase) for an additional 90 days; or (ii) allow Customer to purchase a reduced amount of credits for the renewal to account for the unused balance; or (b) for Customers with Order Forms structured with a Pricing Envelope: unused credits from the expiring term will lapse and may not be carried forward for consumption or used to reduce the renewal commitment amount; however, if Customer renews at an annual commitment equal to or greater than the prior term's commitment, the volume of unused credits from the prior term may be added to the renewal commitment volume solely for purposes of determining discount tier eligibility under the renewed Order Form (such unused credits remain non-spendable). If Customer renews at a lower annual commitment than the prior term, unused credits will not be considered for tier qualification purposes.. Any credits not renewed or extended as described above will expire.

3.7.6.

Service Disruption Extensions. The Credit Validity Period may be extended in the event of Service Disruptions attributable to Corti that prevented Customer from using the Platform for a cumulative period exceeding five (5) business days during the term, with extension period equal to the duration of such Service Disruptions.

3.7.7.

Activation Support. Any Activation Support will be invoiced as set out in the relevant Statement of Work or service description in the Order Form, and may be payable in API Credits or invoiced separately as specified therein.

3.8.

Refunds. For all customer arrangements, unless otherwise specified in an Order Form, all fees are non-refundable and non-creditable. API Credits are valid for twelve (12) months from the date of purchase. Customer is obligated to pay the monthly subscription fee regardless of consumption during each monthly billing cycle, but unused credits remain valid and carry forward within the Credit Validity Period. For annual Orders, Customer is obligated to pay for all committed API Credits whether consumed or not, and all credits must be used within the 12-month term. Unused API Credits that are not consumed or renewed within the Credit Validity Period will expire as set forth in Section 3.7.4.

3.9.

Third Party Payments. If Customer obtains the Corti Services through an authorized reseller or partner, Customer's payment obligations will be governed by its agreement with that reseller or partner. However, if Customer fails to pay any due amounts to such reseller or partner, Corti may seek payment directly from Customer.

3.10.

Pay-as-you-go payments. For pay-as-you-go Customers, payment occurs when Customer manually replenishes their PAYG Wallet balance with prepaid API Credits. Accepted payment methods include major credit cards, ACH transfers, and wire transfers, as specified in the Platform console Customer authorizes Corti (and its third-party payment processors) to charge the applicable fees to the payment method on file when Customer initiates a wallet replenishment. Customer must maintain a valid payment method on file at all times for PAYG Wallet accounts. If Customer's payment method fails when attempting to replenish their wallet, Corti will notify Customer via email. If Customer's PAYG Wallet balance reaches zero and no valid payment method is available for replenishment, Corti may suspend Customer's access to the Platform in accordance with Section 8.1 until the wallet is successfully replenished. Customer is responsible for ensuring payment method information remains current and for any fees charged by Customer's financial institution in connection with payment processing.

3.11.

Late Payments. Any amounts not paid when due under this Agreement will accrue late payment charges at the rate of two percent (2%) per month, or the maximum rate permitted by applicable law, whichever is higher. In addition to late payment charges, if Customer's account becomes more than thirty (30) days past due, Corti may suspend Customer's access

to the Platform in accordance with Section 8.1 until all outstanding amounts are paid.

Customer will reimburse Corti for all reasonable costs of collection, including attorneys' fees, incurred in collecting overdue amounts.

3.12.

Price Adjustments. Beginning 12 months after the Effective Date, Corti may increase its then-current fees for the Platform Services upon renewal of any Order Form or, for month-to-month services, upon sixty (60) days' advance written notice. Any such price increase will not exceed ten percent (10%) annually, except where increases are necessary to reflect: (i) material increases in third-party infrastructure costs (e.g., cloud computing, AI model inference costs) beyond Corti's reasonable control; (ii) new regulatory compliance requirements; or (iii) material changes in taxes or duties applicable to the Services. For such exceptions, Corti will provide at least ninety (90) days' advance notice and reasonable documentation supporting the cost change. Notwithstanding the foregoing, for Order Forms structured with a Pricing Envelope with locked pricing, no price adjustments will apply during the term of such Order Form; pricing adjustments may only take effect upon renewal of the Order Form. This Section does not limit Corti's right to change pricing for new products, features, or services not covered by an existing Order Form.

3.13.

Taxes. All fees are exclusive of all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Corti's net income) arising from the transactions hereunder ("Taxes"). Corti will invoice applicable Taxes as a separate line item, and Customer will be responsible for payment of such Taxes. If Customer claims an exemption from any Tax, Customer will provide Corti with appropriate exemption certificates or other documentation reasonably required by Corti or applicable tax authorities. Customer will indemnify and hold Corti harmless from any liability for Taxes, penalties, or interest that a taxing authority asserts against Corti arising from Customer's use of an invalid, fraudulent, or inapplicable tax exemption certificate, provided that Customer will have no indemnification obligation to the extent any such liability results from Corti's failure to properly apply a valid exemption certificate provided by Customer or Corti's own errors in tax calculation or remittance.

4. CONFIDENTIALITY

4.1.

Definition. "Confidential Information" means any non-public information provided by one Party ("Discloser") to the other Party ("Recipient") hereunder that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. Confidential Information includes business, technical, and financial information, product designs, product plans, pricing, source code, security and architecture details, and customer information. Without limitation, Customer's Confidential Information includes Customer Data, and Corti's Confidential Information includes non-public information about the Platform, APIs, models, and Documentation.

4.2.

Exclusions. Confidential Information does not include information that:

a)

is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser;

b)

is in or enters the public domain through no wrongful act of the Recipient;

c)

is or was lawfully received by Recipient from a third party without confidentiality obligations;

or

d)

can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.

4.3.

Protection. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than

reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information.

4.4.

Duration. The obligations in this Section will survive for five (5) years from the date of disclosure, except for trade secrets, which will remain protected for so long as they qualify as trade secrets under applicable law.

4.5.

Compelled Disclosure. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of Discloser, Recipient will, if legally permitted, provide Discloser with prompt written notice sufficient to allow Discloser an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then Recipient may produce only such Confidential Information as is required by the court order or governmental action.

4.6.

Return or Destruction. At Discloser's request upon termination of this Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

4.7.

Remedies. Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section 4 and, accordingly, that the non-breaching Party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that Party.

4.8.

Publicity. Corti may include Customer's name in publicly disclosed customer lists. Customer will: (i) act as a reference for up to 3 calls per quarter (scheduled by Corti based on Customer's availability); and (ii) participate and reasonably cooperate with Corti's preparation and review of white papers, case studies, testimonials, and other similar initiatives as agreed upon by both Parties.

4.9.

Use of Anonymized Usage Data. Corti may use anonymized or aggregated usage data, including system logs, and telemetry derived from Customer's use of the Platform to operate, maintain, and improve the Platform and related services, consistent with Section 1.35 (Usage Data definition), Section 5.4.2 (data use restrictions), and the DPA/BAA.

5. INTELLECTUAL PROPERTY RIGHTS

5.1.

Rights. As between the Parties, all rights, title, and interest in and to the Corti Platform, APIs, Documentation, SDKs, models, algorithms, designs, and all related technology and intellectual property ("Corti IP") are and will remain the exclusive property of Corti and its licensors. Access to the Platform is provided as a service, not as a sale or transfer of ownership. Except for the limited rights expressly granted under this Agreement, no rights are granted or implied to Customer, and all other rights are reserved by Corti. The customer will not, directly or indirectly, challenge or assist others in challenging Corti's ownership of the Corti IP.

5.2.

Feedback. Customer may, from time to time, provide Corti with feedback, suggestions, or ideas relating to the Platform ("Feedback"). Corti may freely use, modify, and incorporate Feedback without restriction or obligation to Customer, provided that Corti will not attribute such Feedback to Customer without consent. Customer hereby assigns to Corti all rights, title, and interest in and to any intellectual property arising from such Feedback. Customer shall reasonably cooperate in executing documents to perfect Corti's rights hereunder. All Feedback is provided "as-is" without warranties.

5.3.

Model improvements. Notwithstanding Section 4.5, Corti retains all right, title, and interest in and to any improvements, modifications, or enhancements to its Platform, models, algorithms, or systems ("Model Improvements"), including those resulting from the processing of Usage Data in the ordinary course of providing the Corti Services, provided that such Model Improvements do not incorporate, disclose, or make identifiable any Customer Data or Customer Confidential Information.

5.4.

Output and Usage Data.

5.4.1.

Output Ownership. As between the parties, and to the extent permitted by applicable law, Customer retains all rights, title, and interest in its Customer Data and in all Output generated by the Platform based on that Customer Data. If and to the extent Corti has any rights in such Output, Corti hereby assigns those rights to Customer. Notwithstanding the foregoing, Corti retains all rights, title, and interest in and to the underlying Platform, APIs, models, algorithms, software, and other technologies used to generate the Output.

5.4.2

Restrictions on Use of Customer Data for Model Training.

5.4.2.1.

Use of Customer Data for Model Training and Improvement. Corti may use Customer Data that has been properly de-identified in accordance with applicable standards (including HIPAA de-identification standards at 45 CFR § 164.514 for PHI, or equivalent standards under other applicable laws) for the following purposes: (i) to maintain, operate, troubleshoot, and improve the technical performance, accuracy, and reliability of the Platform and its underlying models; (ii) to develop aggregated benchmarks, analytics, and statistical models that do not identify Customer, any individual, or Customer's specific business operations; and (iii) to detect and prevent security threats, fraud, or abuse of the Platform. Enterprise Customers may request additional restrictions on data usage through a separate Data Usage Addendum with specific technical and commercial terms.

5.4.2.2.

Enterprise Customer Opt-In for Model Improvement. Enterprise Customers may elect to participate in Corti's model improvement program by executing Corti's Model Training and Improvement Addendum ("Model Training Addendum"), which provides for:

5.4.2.2.1.

Use of de-identified or aggregated Customer Data to improve the accuracy, performance, and capabilities of Corti's AI models;

5.4.2.2.2.

Appropriate technical and organizational safeguards, including HIPAA-compliant de-identification standards (45 CFR § 164.514) for any PHI, and equivalent standards under GDPR or other applicable laws;

5.4.2.2.3.

prohibition on re-identification of Customer or individuals from training data;

5.4.2.2.4.

Customer's right to revoke consent upon 90 days' notice;

5.4.2.2.5.

Additional consideration or service credits to Customer for participation; and

5.4.2.2.6.

Transparency reporting on how Customer Data contributes to model improvements.

5.4.2.3.

Customer-Specific Fine-Tuning. Where Customer purchases Activation Support for customer-specific model fine-tuning or customization under a Statement of Work, Corti may use Customer Data solely to create and maintain Customer's dedicated fine-tuned model instance. Such fine-tuning does not constitute general model training and the results will not be incorporated into Corti's base models or made available to other customers without Customer's separate written consent under Section 5.4.2.2.

5.4.2.4.

Improvements. This restriction does not limit Corti's right to use Usage Data for operational, security, and improvement purposes, provided such Usage Data has been aggregated or de-identified so that it no longer contains Customer Data, Personal Information, or PHI.

5.4.3.

Usage Data. Corti may collect and use Usage Data, such as API call metadata, latency metrics, error logs, and aggregated statistical information, to operate, maintain, secure, and improve the Platform and Corti's related technologies. Usage Data will not include Customer Data, PHI, or any personal data in identifiable form. Corti will not disclose Usage Data to any third party except (i) in an aggregated and anonymized form that does not identify Customer, or (ii) as required to perform its obligations under this Agreement or as required by law.

5.4.4.

Data Privacy Compliance. All collection, processing, and use of data by Corti will comply with the DPA, BAA, and applicable data protection and healthcare laws. Corti will not process or use PHI or personal data for model training or for any purpose not expressly authorized under those agreements.

6. WARRANTIES AND DISCLAIMERS

6.1.

Mutual Warranty. Each party warrants that it is validly entering into the Agreement and has the legal authority to do so.

6.2.

Customer Warranties. Customer represents and warrants that it:

6.2.1.

has implemented and will maintain commercially reasonable technical and organizational measures to prevent unauthorized access to the Platform and misuse of any API credentials; and

6.2.2.

will use the Platform and Corti Services only in compliance with all applicable laws and regulations, including those relating to healthcare, data protection, and export control.

6.3.

Limited Warranty. Corti warrants that, during the Term, the Platform will perform in material conformance with the applicable Service Description hosted on Corti's Documentation pages ([here](#)). For any breach of this warranty, Corti's sole obligation and Customer's sole remedy will be for Corti to promptly (and at no charge) bring the Platform into material conformance or, if the foregoing is not commercially feasible, to terminate this Agreement and refund any unused, prepaid fees. This warranty will not apply to any non-conformance caused by Customer's misuse or modification of the Platform, any failures or problems in Customer's own equipment, networks, and systems or issues in or caused by third-party systems

6.4.

Disclaimer. Except as expressly provided above, Corti provides the Platform, Documentation, and all related Services on an "as is" and "as available" basis and disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Corti does not warrant that the Platform will be uninterrupted, error-free, or free of harmful components, or that any Output will be accurate, complete, or suitable for Customer's intended purpose.

6.5.

AI Technology Limitations. Customer acknowledges and agrees that:

6.5.1.

The Platform uses artificial intelligence and machine learning technologies that are probabilistic in nature. AI agents, embedded applications, and API-generated Output may produce varied, unexpected, incomplete, or inaccurate results.

6.5.2.

Model-generated Output is not a substitute for professional judgment, human review, or subject-matter expertise. Customer is solely responsible for verifying the accuracy, completeness, and appropriateness of any Output before use, particularly in clinical, medical, or other regulated contexts.

6.5.3.

Customer must not rely on Output as a sole source of truth or use it for decisions that could materially affect individuals (including diagnosis, treatment, or patient care) without appropriate human oversight and independent verification as required by law or professional standards.

6.5.4.

Customer must not use Output for any purpose that could have a material impact on any individual (including but not limited to medical diagnosis, treatment decisions, or patient care) without appropriate human oversight and independent verification.

6.5.5.

If Output references any third-party products, services, or information, it does not mean such third party endorses or is affiliated with Corti, nor does Corti endorse or warrant such third-party content.

6.5.6.

The Platform may contain links or references to third-party sites or data. Customer acknowledges that Corti does not own or control such third-party content and has no liability for Customer's use of or reliance on such third-party content. If any warranty disclaimers are unenforceable under applicable law, any residual warranties are limited to one (1) year from the date of first access to the Platform.

6.6.

If any of the foregoing disclaimers are unenforceable under applicable law, any residual warranties are limited to 90 days from the date Corti first granted Customer access to the Platform.

6.7.

Regulatory Compliance for Healthcare Applications.

6.7.1.

Medical Device Regulatory Status. The Platform is designed to support healthcare workflows and may qualify as a medical device or medical device accessory under applicable law, including the European Medical Device Regulation (MDR). Corti will maintain appropriate regulatory clearances, certifications, or registrations as required for the intended use of the Platform in the jurisdictions where it operates, which may include CE marking under MDR, FDA registration, or equivalent regulatory approvals. Customer acknowledges that the intended use and regulatory classification of the Platform may vary by jurisdiction and deployment model. Corti will make available, upon request, documentation of applicable regulatory status, intended use statements, and any regulatory limitations on Platform use.

6.7.2.

Customer's Regulatory Responsibilities. Customer is solely responsible for: (a) determining whether Customer's specific use of the Platform requires additional regulatory clearances, licenses, or approvals in Customer's jurisdiction; (b) ensuring that Customer's use of Output complies with applicable healthcare regulations, professional standards of care, and institutional policies; (c) implementing appropriate clinical validation, human oversight, and quality management systems as required by applicable law for Customer's intended use; (d) reporting any adverse events, safety concerns, or product issues to Corti and to applicable regulatory authorities when required by law; and (e) maintaining any required records, documentation, or audit trails related to Customer's use of the Platform in clinical or operational workflows.

6.7.3.

EU AI Act Compliance. The European Union Artificial Intelligence Act (AI Act) establishes requirements for high-risk AI systems, including those used in healthcare. To the extent the AI Act applies to the Platform or Customer's use thereof, the parties acknowledge that: (a) Corti, as the provider of the AI system, will be responsible for compliance with provider obligations

under the AI Act, including conformity assessments, technical documentation, quality management, and registration requirements; (b) Customer will be responsible for deployer obligations under the AI Act, including human oversight, monitoring, incident reporting, and ensuring appropriate use in accordance with instructions; and (c) the parties will cooperate in good faith to fulfil their respective obligations, which may include Corti providing necessary technical documentation and Customer providing feedback on system performance and incidents. Corti reserves the right to update this Agreement, the Documentation, or the Platform to comply with AI Act requirements as they become effective, and may pass through reasonable, documented costs of compliance to Customer in accordance with Section 3.12.

6.7.4.

Post-Market Surveillance and Vigilance. If the Platform is subject to post-market surveillance or vigilance requirements under applicable law (including MDR or similar regulations), Customer agrees to: (a) promptly notify Corti of any serious incidents, malfunctions, or safety concerns related to the Platform; (b) cooperate with any Corti investigation, field safety corrective action, or recall; (c) provide Corti with reasonable access to relevant records and personnel to support regulatory reporting or investigations; and (d) not publicly disclose any safety issue without prior coordination with Corti, except as required by law or ethical obligations. Corti will handle any such reports in accordance with applicable vigilance reporting timelines and requirements.

6. WARRANTIES AND DISCLAIMERS

6.1.

Mutual Warranty. Each party warrants that it is validly entering into the Agreement and has the legal authority to do so.

6.2.

Customer Warranties. Customer represents and warrants that it:

6.2.1.

has implemented and will maintain commercially reasonable technical and organizational measures to prevent unauthorized access to the Platform and misuse of any API credentials; and

6.2.2.

will use the Platform and Corti Services only in compliance with all applicable laws and regulations, including those relating to healthcare, data protection, and export control.

6.3.

Limited Warranty. Corti warrants that, during the Term, the Platform will perform in material conformance with the applicable Service Description hosted on Corti's Documentation pages ([here](#)). For any breach of this warranty, Corti's sole obligation and Customer's sole remedy will be for Corti to promptly (and at no charge) bring the Platform into material conformance or, if the foregoing is not commercially feasible, to terminate this Agreement and refund any unused, prepaid fees. This warranty will not apply to any non-conformance caused by Customer's misuse or modification of the Platform, any failures or problems in Customer's own equipment, networks, and systems or issues in or caused by third-party systems

6.4.

Disclaimer. Except as expressly provided above, Corti provides the Platform, Documentation, and all related Services on an "as is" and "as available" basis and disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Corti does not warrant that the Platform will be uninterrupted, error-free, or free of harmful components, or that any Output will be accurate, complete, or suitable for Customer's intended purpose.

6.5.

AI Technology Limitations. Customer acknowledges and agrees that:

6.5.1.

The Platform uses artificial intelligence and machine learning technologies that are probabilistic in nature. AI agents, embedded applications, and API-generated Output may produce varied, unexpected, incomplete, or inaccurate results.

6.5.2.

Model-generated Output is not a substitute for professional judgment, human review, or subject-matter expertise. Customer is solely responsible for verifying the accuracy, completeness, and appropriateness of any Output before use, particularly in clinical, medical, or other regulated contexts.

6.5.3.

Customer must not rely on Output as a sole source of truth or use it for decisions that could materially affect individuals (including diagnosis, treatment, or patient care) without appropriate human oversight and independent verification as required by law or professional standards.

6.5.4.

Customer must not use Output for any purpose that could have a material impact on any individual (including but not limited to medical diagnosis, treatment decisions, or patient care) without appropriate human oversight and independent verification.

6.5.5.

If Output references any third-party products, services, or information, it does not mean such third party endorses or is affiliated with Corti, nor does Corti endorse or warrant such third-party content.

6.5.6.

The Platform may contain links or references to third-party sites or data. Customer acknowledges that Corti does not own or control such third-party content and has no liability for Customer's use of or reliance on such third-party content. If any warranty disclaimers are unenforceable under applicable law, any residual warranties are limited to one (1) year from the date of first access to the Platform

6.6.

If any of the foregoing disclaimers are unenforceable under applicable law, any residual warranties are limited to 90 days from the date Corti first granted Customer access to the Platform.

6.7.

Regulatory Compliance for Healthcare Applications.

6.7.1.

Medical Device Regulatory Status. The Platform is designed to support healthcare workflows and may qualify as a medical device or medical device accessory under applicable law, including the European Medical Device Regulation (MDR). Corti will maintain appropriate regulatory clearances, certifications, or registrations as required for the intended use of the Platform in the jurisdictions where it operates, which may include CE marking under MDR, FDA registration, or equivalent regulatory approvals. Customer acknowledges that the intended

use and regulatory classification of the Platform may vary by jurisdiction and deployment model. Corti will make available, upon request, documentation of applicable regulatory status, intended use statements, and any regulatory limitations on Platform use.

6.7.2.

Customer's Regulatory Responsibilities. Customer is solely responsible for: (a) determining whether Customer's specific use of the Platform requires additional regulatory clearances, licenses, or approvals in Customer's jurisdiction; (b) ensuring that Customer's use of Output complies with applicable healthcare regulations, professional standards of care, and institutional policies; (c) implementing appropriate clinical validation, human oversight, and quality management systems as required by applicable law for Customer's intended use; (d) reporting any adverse events, safety concerns, or product issues to Corti and to applicable regulatory authorities when required by law; and (e) maintaining any required records, documentation, or audit trails related to Customer's use of the Platform in clinical or operational workflows.

6.7.3.

EU AI Act Compliance. The European Union Artificial Intelligence Act (AI Act) establishes requirements for high-risk AI systems, including those used in healthcare. To the extent the AI Act applies to the Platform or Customer's use thereof, the parties acknowledge that: (a) Corti, as the provider of the AI system, will be responsible for compliance with provider obligations under the AI Act, including conformity assessments, technical documentation, quality management, and registration requirements; (b) Customer will be responsible for deployer obligations under the AI Act, including human oversight, monitoring, incident reporting, and ensuring appropriate use in accordance with instructions; and (c) the parties will cooperate in good faith to fulfil their respective obligations, which may include Corti providing necessary technical documentation and Customer providing feedback on system performance and incidents. Corti reserves the right to update this Agreement, the Documentation, or the Platform to comply with AI Act requirements as they become effective, and may pass through reasonable, documented costs of compliance to Customer in accordance with Section 3.12.

6.7.4.

Post-Market Surveillance and Vigilance. If the Platform is subject to post-market surveillance or vigilance requirements under applicable law (including MDR or similar regulations),

Customer agrees to: (a) promptly notify Corti of any serious incidents, malfunctions, or safety concerns related to the Platform; (b) cooperate with any Corti investigation, field safety corrective action, or recall; (c) provide Corti with reasonable access to relevant records and personnel to support regulatory reporting or investigations; and (d) not publicly disclose any safety issue without prior coordination with Corti, except as required by law or ethical obligations. Corti will handle any such reports in accordance with applicable vigilance reporting timelines and requirements.

7. INDEMNIFICATION

7.1.

Indemnification by Corti.

7.1.1.

Third Party IP Claim. Corti will indemnify, defend, and hold Customer harmless from and against any losses, liabilities, damages, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") it may incur in connection with a third-party claim to the extent arising out of any infringement of third party's patent, copyright, trademark or trade secret by Corti or the Platform. If a third-party claim of infringement is threatened or occurs, Corti may seek to mitigate damages by modifying the Platform to be non-infringing, obtaining a license for Customer to use the Platform, or (if neither of the foregoing are commercially feasible) terminating this Agreement with immediate effect and refunding to Customer any unused, prepaid fees.

7.1.2.

Indemnification Exclusions. Corti's obligations in this Section do not apply to any claim arising out of or relating to:

7.1.2.1.

arising out of or in connection with the misuse or modification of the Platform by Customer or an Authorized User;

7.1.2.2.

combination of the Platform with software, data, or technology not provided by Corti;

7.1.2.3.

if Customer settles or makes any admissions about a claim without Corti's prior consent,

7.1.2.4.

related to Customer Data or Corti's conformance with Customer's specific requirements or instructions.

7.1.2.5.

use of the Platform after Corti has notified Customer to discontinue such use in order to avoid further alleged infringement; or

7.1.2.6.

any open-source components or third-party technology integrated into the Platform under their own license terms.

7.1.2.7.

Exclusive Remedy. The foregoing rights of Customer shall be the Customer's exclusive remedy and Corti's entire liability for any third-party claims of infringement.

7.2.

Indemnification by Customer. Customer will indemnify, defend, and hold Corti harmless from and against any Losses it may incur in connection with a third party claim to the extent arising out of Customer's use of the Platform (including a breach of third party subcontractor terms of which Customer has been made aware and agreed to in connection with its use of the Platform) or the Documentation or the Customer Data, other than those claims that Corti has indemnified Customer against under Section 4 (each a "Customer Indemnified Claim").

7.3.

Conditions of indemnification. As a condition to an indemnifying party's (each, an "Indemnitor") obligations under this Section 7 (Indemnification), a party seeking indemnification (each, an "Indemnitee") will: (a) promptly notify the Indemnitor of the claim for which the Indemnitee is seeking indemnification (but late notice will relieve Indemnitor of its obligation to indemnify only to the extent that it has been prejudiced by the delay); (b) grant the Indemnitor sole control of the defense (including selection of counsel) and settlement of the claim; (c) provide the Indemnitor, at the Indemnitor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim; and (d) preserve and will not waive legal, professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without prior notification of consent by the Indemnitor. The Indemnitor will not settle any claim in a manner that does not fully discharge the claim against an Indemnitee or that imposes any obligation on, or

restricts any right of, an Indemnitee without the Indemnitee's prior written consent, which may not be unreasonably withheld or delayed. An Indemnitee has the right to retain counsel, at the Indemnitee's expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that an Indemnitee enters into without the Indemnitor's prior written consent.

7.4.

Sole remedy. Indemnification is each party's sole and exclusive remedy under these Terms for any third-party claims.

8. LIMITATIONS ON LIABILITY

8.1.

NOTHING IN THIS AGREEMENT WILL LIMIT EITHER PARTY'S LIABILITY FOR EXCLUDED CLAIMS.

8.2.

SUBJECT TO SECTION 8.1

8.2.1.

TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER PARTY WILL HAVE ANY LIABILITY FOR: (i) LOST PROFITS OR REVENUE; (ii) LOSS OF GOODWILL OR BUSINESS REPUTATION; (iii) LOSS OR CORRUPTION OF DATA; (iv) LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM THE USE OF THE CORTI SERVICES; OR (v) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

8.2.2.

GENERAL LIABILITY CAP. SUBJECT TO SUB-SECTIONS 8.2.3 - 8.2.5 BELOW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES FOR THE CORTI SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY (THE "GENERAL CAP");

8.2.3.

ENHANCED CAP FOR DATA BREACHES. NOTWITHSTANDING SECTION 8.2.2, CORTI'S AGGREGATE LIABILITY FOR CLAIMS ARISING FROM AN UNAUTHORIZED DISCLOSURE OR BREACH OF CUSTOMER DATA RESULTING FROM CORTI'S BREACH OF (i) ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 4 (CONFIDENTIALITY), OR (ii) ITS DATA PROTECTION AND SECURITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE DPA, OR THE BAA (AS APPLICABLE), SHALL BE LIMITED TO ONE AND A HALF (1.5) TIMES THE GENERAL CAP AMOUNT TWO MILLION FIVE HUNDRED THOUSAND US DOLLARS (\$2,500,000), WHICHEVER IS LOWER (THE "ENHANCED CAP"). THIS ENHANCED CAP DOES NOT APPLY TO BREACHES CAUSED BY CORTI'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, WHICH REMAIN SUBJECT TO THE EXCLUDED CLAIMS IN SECTION 8.1.

8.2.4.

SINGLE RECOVERY. FOR ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS, CUSTOMER MAY RECOVER UNDER ONLY ONE CAP SET FORTH IN THIS SECTION 8.2 (WHETHER THE GENERAL CAP, IP INDEMNIFICATION PURSUANT TO SECTION 7.1.1 OR THE ENHANCED CAP FOR DATA BREACHES). THE MAXIMUM AGGREGATE LIABILITY ACROSS ALL CLAIMS, REGARDLESS OF THEORY, SHALL NOT EXCEED THE HIGHEST APPLICABLE CAP AMOUNT FOR THE TYPE OF CLAIM ASSERTED.

8.2.5.

MULTI-PARTY CLAIM PROTECTION. WHERE MULTIPLE PARTIES (INCLUDING RESELLERS, PARTNERS, DISTRIBUTORS, OR OTHER INTERMEDIARIES) ASSERT CLAIMS AGAINST CORTI ARISING FROM THE SAME INCIDENT OR SERIES OF RELATED INCIDENTS AFFECTING AN END CUSTOMER, CORTI'S AGGREGATE LIABILITY TO ALL SUCH PARTIES COLLECTIVELY SHALL NOT EXCEED THE HIGHEST APPLICABLE LIABILITY CAP UNDER SECTION 8.2 THAT WOULD APPLY IF THE AFFECTED END CUSTOMER HAD BROUGHT THE CLAIM DIRECTLY. END CUSTOMER CLAIMS SHALL HAVE PRIORITY OVER INTERMEDIARY CLAIMS FOR PAYMENT FROM ANY AVAILABLE LIABILITY CAP AMOUNT.

8.3.

NOTHING IN THIS AGREEMENT NOTWITHSTANDING ANYTHING IN THIS SECTION 8 TO THE CONTRARY AND SO FAR AS PERMITTED BY LAW, CORTI'S LIABILITY RELATING TO BETA SERVICES OR ANY CORTI SERVICES PROVIDED FREE OF CHARGE, INCLUDING ANY CORTI SERVICES PROVIDED DURING A FREE TRIAL OR PILOT PERIOD, WILL BE LIMITED TO FIVE

THOUSAND US DOLLARS (\$5,000). IT WILL LIMIT EITHER PARTY'S LIABILITY FOR EXCLUDED CLAIMS.

9. SUSPENSION OF PLATFORM SERVICES

9.1.

Suspension.

9.1.1.

Subject to Section 9.1.2 below, Corti may suspend Customer's access to the Platform (a) upon seventy-two (72) hours' prior written notice if Corti reasonably believes that Customer (or one of its Authorized Users) has materially violated Sections 2.5 (Customer Obligations) or 2.6 (Platform Restrictions), provided that Corti will describe the suspected violation in reasonable detail and provide Customer an opportunity to cure or dispute the allegation prior to suspension taking effect; or (b) immediately without prior notice only if Corti determines, in its reasonable discretion, that (i) continued Customer access poses an imminent security threat to Corti's systems, other customers' data, or the integrity of the Platform, (ii) Customer's use violates applicable law in a manner that exposes Corti to criminal or regulatory liability, or (iii) Customer has failed to pay undisputed amounts that are more than thirty (30) days past due. For clarity, "imminent security threat" means active malicious activity, suspected unauthorized access, or ongoing violation of security protocols, not mere suspicion of past or potential future violations.

9.1.2.

Save for genuine security emergencies (as determined by Corti, in its sole discretion, acting reasonably, where suspension may be immediate and without notice, Corti undertakes to provide no less than three (3) Business Days' notice of a proposed suspension (a "Suspension Notice"), with such Suspension Notice outlining, in reasonable detail, the alleged violation and, where it would be reasonable to do so, offering a ten (10) day cure period in respect of a violation.

9.1.3.

Any suspension shall not affect Customer's payment obligations.

9.2.

Restoration. Corti will notify Customer of any suspension and the reason for such suspension as soon as commercially practicable, and will restore service as soon as commercially practicable once the underlying issue is resolved.

10. CONTRACT TERM AND TERMINATION

10.1.

Contract Term. The Agreement will become effective on the Effective Date and will continue in full force and effect until terminated by either party pursuant to this Section 10 ("Contract Term").

10.2.

Term of Order Forms. Each Order Form will specify the effective duration of the Corti Services purchased under that Order Form. Unless otherwise stated, Order Forms are non-cancellable for convenience during their term and will automatically expire at the end of the stated period unless renewed in writing.

10.3.

Termination. If the Agreement is terminated for any reason, as to all Order Forms or as to any specific Order Form, Corti may cancel Customer's access to the Platform Services under the terminated Order Form(s). Upon termination of the Agreement for any reason, Customer will delete all stored elements of the Platform Services from Customer's Systems.

10.4.

PAYG Wallet Services. Notwithstanding anything in the Agreement to the contrary, Corti may suspend or terminate access for inactive PAYG Wallet accounts with zero balance upon thirty (30) days' prior written notice (email sufficient), if Customer has not used the Platform for six (6) months and fails to maintain a valid payment method on file. Accounts with remaining credit balances or active Monthly Subscriptions will not be subject to automatic termination for inactivity. In the case of termination, Corti may delete any Customer Data relating to such account upon expiration of the notice period, provided Customer has been given opportunity to retrieve such data.

10.5.

Termination for convenience. Except as otherwise provided in an applicable Order Form or partner agreement, either Party may terminate this Agreement at any time by 30 days' written notice to the other Party.

10.6.

Termination for Cause.

10.6.1.

Either Party may terminate the Agreement immediately for cause if the other Party materially breaches the Agreement and does not cure such breach within 30 days from receipt of written notice thereof or, if the breach is not curable, without further notice. Further, Corti may terminate the Agreement immediately upon written notice to Customer if Customer:

10.6.1.1.

files, or has filed against it, a petition under any law relating to insolvency or the protection of creditors;

10.6.1.2.

makes an assignment of the benefit of creditors;

10.6.1.3.

has a receiver or similar official appointed for all or substantially all of its assets;

10.6.1.4.

uses the Platform for any unlawful purpose or in an unlawful manner;

10.6.1.5.

breaches the provisions on Corti IP Rights in this Agreement or otherwise infringes Corti IP Rights; or

10.6.1.6.

uses the Platform for any unlawful purpose or in an unlawful manner;

10.6.2.

Corti may terminate this Agreement immediately upon notice if the Customer breaches these Terms, including unauthorized use of the Platform or API, or violates applicable laws in connection with the use of the Platform.

10.6.3.

For Customers with an active subscription governed by an Order Form, or for Customers accessing the Platform under a reseller or partner agreement, the term and termination provisions of the applicable commercial agreement, to the extent different, shall prevail and govern the duration and termination of access to the Platform.

10.7.

Effect of Termination. Termination or expiration of the Agreement will not affect any already-accrued obligations or liabilities (including Customer's obligation to pay all fees owed under this Agreement). Upon the expiration or termination of this Agreement in its entirety, Customer's right to access the Platform will immediately end, and Customer shall be under an obligation to return all material related hereto to Corti, including the Documentation. Upon termination of a specific Order Form (while the Agreement remains in effect), Customer's access to Platform Services under that Order Form will end, but Customer may continue to access the Platform under any other active Order Forms. In either case, Customer remains obligated to pay all fees due under any terminated Order Form(s).

10.8.

Deletion of Customer Data upon termination of Platform Access. Corti will automatically delete all Customer Data stored on the Platform within thirty (30) days following the cancellation of Customer's right to access the Platform, or termination of a specific Order Form, where such Customer Data relates only to such Order Form; provided that, should Customer so request in writing prior to the scheduled deletion date, Corti shall retain Customer Data for an additional period of no more than sixty (60) days prior to destruction.

10.9.

Survival. The provisions of Sections 2.6 (Platform Restrictions), 2.9 (Enhancements), 2.11 (Customer Data), 2.5.5 (Customer Compliance with Laws), 3 (Fees and Payments), 4 (Confidentiality), 5 (Intellectual Property Rights), 6 (Warranties and Disclaimers), 7 (Indemnification), 8 (Limitations on Liability), 10.7 (Effect of Termination) and 11 (General) of these Terms will survive the expiration or termination of the Agreement.

10.10

Remedies. Termination of the Agreement is without prejudice to any other remedies available to the terminating Party.

11. GENERAL

11.1.

Notice. Notices will be considered properly received: (i) when delivered, if delivered in person or via e-mail; (ii) one business day after dispatch, if sent by an overnight delivery service that provides signed acknowledgment of receipt; or (iii) three business days after deposit in the mail, if sent by certified or registered first class mail, postage prepaid, return receipt

requested. Notices will be addressed as set forth on the Order Form, or as otherwise notified by a Customer, provided that either Party may update its e-mail or postal address for notice from time to time by notifying to the other Party in writing.

11.2.

Governing Law and Jurisdiction. The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be determined as follows:

Customer geography	Governing Law	Venue
EEA or Switzerland	Danish Law - the rules of arbitration procedure adopted by the Danish Institute of Arbitration	Danish Institute of Arbitration in Copenhagen
UK, Middle East, Asia, Africa, Australia	England & Wales	English courts
USA	Delaware law	Federal Courts located in Delaware

The parties hereby irrevocably consent to the personal jurisdiction and venue of the courts in the venues shown above. Unless prohibited by governing law or venue, each party irrevocably agrees to waive a jury trial. Prior to initiating arbitration or litigation, the parties will attempt in good faith to resolve any dispute informally for at least 45 days after written notice of the dispute. Each party waives the right to participate in a class action to the fullest extent permitted by law. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles, and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

11.3.

Insurance. Corti will maintain commercially appropriate insurance coverage given the nature of the Corti Services and Corti's obligations under the Agreement. Such insurance will be in good industry standard form with appropriate licensed insurance carriers and will include

commercially appropriate cyber liability insurance coverage. Upon request, Corti will provide the Customer with certificates of insurance evidencing such coverage.

11.4.

Independent Contractors. The Parties are independent contractors, and nothing in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

11.5.

Force Majeure. Except for payment obligations, neither Party will be liable for any delays or failures to perform to the extent due to a cause beyond such Party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, failure of internet or communications networks, failures of third-party cloud infrastructure providers, telecommunications disruptions, interruption or breakdown in energy or internet supplies, health emergencies including pandemics, epidemics or similar serious outbreaks of disease, quarantines, compliance with the laws, acts, orders, rules or regulation of any government body or other force majeure events.

11.6.

Assignment. Neither this Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by Customer without the prior written consent of Corti. Corti may transfer or assign this Agreement to an Affiliate or to the successor entity in the event of a merger, stock sale, or sale of all or part of Corti's business.

11.7.

Severability. Should any provision of the Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect, and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

11.8.

Priority of Terms. In the event of any conflict or inconsistency between the documents comprising the Agreement, the following order of precedence shall apply (from highest to lowest priority):

11.8.1.

any applicable Order Form or Statement of Work (but only to the extent such Order Form or Statement of Work expressly modifies or supplements these Terms and is signed by both parties);

11.8.2.

any applicable Addendum to these Terms;

11.8.3.

the BAA, if applicable;

11.8.4.

the DPA;

11.8.5.

these Terms;

11.8.6.

the SLA; and

11.8.7.

the Documentation.

11.9.

Notwithstanding the foregoing, Customer-specific terms in an Order Form shall not override or modify (i) Corti's intellectual property rights as set forth in Section 5, (ii) the limitation of liability provisions in Section 8, or (iii) the indemnification provisions in Section 7, unless such modification is expressly stated in the Order Form.

11.10.

Amendments.

11.10.1.

Corti may update the Terms, DPA and Documentation from time to time, to reflect changes in applicable law, regulatory requirements, or service functionality. Any such updates will become effective upon the next renewal of the applicable Order or upon Customer's execution of a new Order, whichever occurs first.

11.10.2.

Corti may make non-material updates (e.g., administrative, contact, or formatting changes) at any time, provided that such updates do not materially and adversely affect Customer's rights or obligations under the Agreement. With regard to material updates, Corti will notify

Customer of any such updates at least thirty (30) days prior to their effective date. Continued use of the Corti Services after the effective date of such updates constitutes acceptance of the updated terms. If Customer reasonably objects to a material change that materially and adversely affects it, the parties will negotiate in good faith an appropriate resolution; provided, however, such objection will not entitle Customer to terminate the Agreement prior to the end of the then-current term.

11.10.3.

For month-to-month or pay-as-you-go arrangements, Customer's sole remedy for objection to material changes is to discontinue use of the Corti Services.

11.11.

Waivers. No waiver of a breach of any provision of this Agreement by either Party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving Party.

11.12.

Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the Parties regarding the subject matter, provided that to the extent Customer uses any Corti Services subject to terms not included in the Agreement, the relevant terms in effect at the time of first use shall be deemed to govern use of such Corti Services unless the parties agree otherwise in writing and any reference to a term in such Schedule shall be interpreted accordingly. Customer acknowledges that, in entering this Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in this Agreement.