

Attune End User License Agreement

Last revised on: 27 August 2025

The Attune portal located at <https://www.attuneai.io> and the online application located at <https://app.attune.com> (together, the “Site”) and the data analysis services offered through the Site (collectively, with the Site, the “Services”) are provided by Gnowit US, LLC dba Attune and its affiliates (collectively, “Attune”, “us”, and “we”). Certain features of the Site or use of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with or before use of such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

The Terms of THIS END USER LICENSE AGREEMENT (these “Terms”) TOGETHER WITH OUR PRIVACY POLICY (available at <https://www.attune.com/privacy-policy>) (the “Privacy Policy”) constitute a legally binding agreement between Attune and you or the entity you represent (“you”) that governs your use of the Site and Services. By SIGNING UP FOR AN ACCOUNT AND/OR accessing or USING the Site OR the SERVICES, you are accepting these Terms (on behalf of yourself or the entity that you represent (your “Organization”)), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent) AND ABIDE BY THEM. You may not access or use the Site or the services or accept the Terms if you are not the age of consent in your jurisdiction AND CAN ENTER INTO BINDING CONTRACTS. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site OR THE SERVICES.

Please be aware that section 9.2 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF YOUR ACCEPTANCE OF THESE TERMS. IN PARTICULAR, IT CONTAINS A CLASS ACTION WAIVER WHICH REQUIRES YOU TO BRING DISPUTES AGAINST US ON AN INDIVIDUAL BASIS AND PREVENTS YOU FROM BRINGING THEM AS PART OF A CLASS ACTION AND A WAIVER TO HAVE A RIGHT TO A TRIAL DECIDED BY A JURY.

YOUR ORGANIZATION MAY HAVE A DIFFERENT SET OF TERMS AND CONDITIONS WITH RESPECT TO LIABILITY, DISPUTE RESOLUTION, INDEMNIFICATION, AND OTHER TOPICS THAN THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT SUCH TERMS AND CONDITIONS BETWEEN US AND YOUR ORGANIZATION ONLY APPLY TO US AND YOUR ORGANIZATION AND DO NOT APPLY TO YOU UNLESS EXPRESSLY STATED IN THESE TERMS. YOU ARE NOT AND WILL NOT BECOME A THIRD PARTY BENEFICIARY TO SUCH TERMS BETWEEN US AND YOUR ORGANIZATION AND YOU HEREBY WAIVE ANY CLAIM THAT YOU ARE SUCH A THIRD PARTY BENEFICIARY.

1. Accounts

- **1.1 Account Creation.**

To use certain features of the Site and the Services, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account

registration form. You may not select a username intended to impersonate another person or entity that is subject to the rights of another person or entity, or that is obscene or vulgar. We reserve the right to refuse or cancel registration of any username in our sole discretion. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Attune may suspend or terminate your Account in accordance with Section 8 of these Terms.

- **1.2 Account Responsibilities.**

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Attune of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You will not share your Account password or any security questions with any other individual or entity and you will not allow any other individual or entity to use your Account. Attune cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Site and Services

- **2.1 License.**

Subject to your compliance with these Terms and, if applicable to your use of the Services, your Organization entering into and remaining in a binding agreement with Attune that explicitly permits your Organization to allow its authorized users to access and use the Site and Services, Attune grants you a non-transferable, non-exclusive, revocable, personal, limited license to use and access the Site and utilize the Services solely for, as applicable, your personal, non-commercial use, or your use on behalf of your Organization. You may not use the Site or the Services for any commercial, financial, or other similar purpose without the prior written consent of Attune in each instance.

- **2.2 Certain Restrictions.**

The rights granted to you in these Terms are subject to the following restrictions:

- (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or the Services, whether in whole or in part, or any content displayed on the Site;
- (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or the Services;
- (c) you shall not access or use the Site or Services in order to build a similar or competitive website, product, or service;
- (d) you shall not access or use the Site or Services for any timesharing or service bureau purposes or to otherwise provide the Site or Services, in whole or in part, to a third party; and
- (e) except as expressly stated herein, no part of the Site or the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Site or the Services shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) or the Services must be retained on all copies thereof.

If you access the Services from outside the United States, you are responsible for compliance with foreign and local laws. Attune does not provide services to governments, governmental agencies, businesses, individuals, other groups, or any of their agents that are subject to U.S. trade sanctions. By using the Services, you represent and warrant that you are not subject to any U.S. trade sanctions.

- **2.3 Modification.**

Attune reserves the right, at any time, to modify or suspend the Site or the Services (in whole or in part) with or without notice to you. You agree that Attune will not be liable to you or to any third party for any modification or suspension of the Site, the Services, or any part thereof. Attune also reserves the right to limit the availability of the Services or the provision of the Site to any person, organization, geographic area, or jurisdiction, at any time and in its sole discretion.

- **2.4 Support and Maintenance.**

We will provide you support and maintenance services in accordance with our standard level of support and maintenance. If your Organization has entered into a separate written agreement with us, we will provide support and maintenance services with respect to your use of the Site and Services in accordance with the terms of the agreement(s) between us and your Organization.

- **2.5 Ownership.**

Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site, the Services, and its content are owned by Attune or Attune's suppliers. Neither these Terms (nor your access to the Site or the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Attune and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

- **2.6 Feedback.**

If you provide Attune with any feedback or suggestions regarding the Site or the Services ("Feedback"), you hereby assign to Attune all rights in such Feedback and agree that Attune shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate and without compensation to you. Attune will treat any Feedback you provide to Attune as non-confidential and non-proprietary. You agree that you will not submit to Attune any information or ideas that you consider to be confidential or proprietary.

3. User Content

- **3.1 User Content.** “User Content” means all information and content that a user submits to, or uses with, the Site or the Services about yourself or your Organization. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you, your Organization, or any third party. You further warrant that all information you provide about yourself, or your Organization is true and complete information. You agree to promptly notify Attune of any changes in the information provided about yourself or your Organization or any other material changes that could impact your use of the Services. You shall be solely responsible for the accuracy and completeness of all information furnished to Attune and/or to third parties as necessary for the Services contemplated herein. Attune shall not be responsible for independently verifying the accuracy or completeness of any information that you provide, and Attune shall be entitled to rely on such information. Attune shall have no liability for any errors or omissions in any Services provided to you that are the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to Attune. You will review all documents, output from the Services, and other information and data provided to you by Attune and shall inform Attune of any inaccuracies, deficiencies or discrepancies contained therein. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Attune. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Unless your Organization and Attune have entered into and maintain a separate agreement regarding backups, Attune is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.
- **3.2 License.** You hereby grant (and you represent and warrant that you have the right to grant) to Attune an nonexclusive, royalty-free, enterprise-wide, and worldwide license to modify, reproduce, distribute, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site or the Services, providing you with the Services, and offering you other Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. Please see our privacy policy for more information about how we use your User Content (available at <https://www.Attuneai.io/privacy-policy>).
- **3.3 Acceptable Use Policy**
The following terms constitute our “Acceptable Use Policy”: You agree not to use the Site or the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of

another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site or Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site or Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site or Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site or Services (or to other computer systems or networks connected to or used together with the Site and/or Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site or the Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site.

- **3.4 Enforcement**

We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4. Indemnification

You agree to indemnify and hold Attune (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site or the Services; (b) your violation of these Terms; (c) your violation of applicable laws or regulations; (d) your infringement or alleged infringement of any intellectual property or other rights of any other person or entity; (e) your User Content; and (f) your use of Third-Party Links (as defined below). Attune reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Attune. Attune will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. Third-Party Links; Co-Branded Areas; Other Users

- **5.1 Third-Party Links**

The Site may contain links to third-party websites and services (collectively, "Third-Party Links"). Such Third-Party Links are not under the control of Attune, and Attune is not responsible for any Third-Party Links. Attune provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant,

or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

- **5.2 Co-Branded Areas**

To provide a greater breadth of Services, certain functions provided on this Site (for example, payment processing) may be outsourced to third parties. Certain pages in this Site are therefore operated and controlled by a third party ("Co-Branded Areas"). These Co-Branded Areas continue to display Attune trademarked logo at the top of the page but are nonetheless operated and managed by a third party. These Terms, in conjunction with any further terms and conditions posted in the Co-Branded Areas, govern your access and use of those areas. In all other respects, access to the Co-Branded Areas is at your own risk.

- **5.3 Other Users**

Each Site user is solely responsible for all its own User Content. Since we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Attune will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

- **5.4 Release**

You hereby release and forever discharge Attune (and our affiliates, officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site or the Services (including any interactions with, or act or omission of, other Site users or any Third-Party Links) except to the extent caused directly by our willful or intentional misconduct. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." AND TO THE EXTENT APPLICABLE, CORRESPONDING RIGHTS UNDER ANY SIMILAR LAW, RULE, OR REGULATION OF ANY OTHER JURISDICTION.

6. Disclaimers

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS," AND Attune (AND OUR SUPPLIERS) EXPRESSLY

DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. THE FOREGOING DISCLAIMER IS LIMITED TO THE EXTENT CONFLICTING TERMS ARE CONTAINED IN THE AGREEMENT(S) BETWEEN YOUR ORGANIZATION AND Attune AND SUCH TERMS SHALL CONTROL, PROVIDED THAT IN EVENT OF ANY BREACH BY Attune OF SUCH TERMS IN THE AFORESAID AGREEMENT(S), ANY CLAIMS AND REMEDIES RELATED TO SUCH BREACH SHALL BE EXCLUSIVELY THOSE OF YOUR ORGANIZATION UNDER SUCH APPLICABLE AGREEMENT(S). IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE AND THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Attune (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, ANY FAILURE OR DELAY (INCLUDING THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SITE OR SERVICES) TO ACCESS OR USE ANY SERVICES, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES, EVEN IF Attune HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE OR THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE SITE IS TO DISCONTINUE USING THE SERVICES OR ACCESSING THE SITE. IN NO EVENT WILL Attune'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER EXCEED THE AMOUNT YOU HAVE PERSONALLY PAID Attune FOR PROVIDING SERVICES TO YOU FOR THE THREE (3) MONTHS PRIOR TO THE ALLEGED ACT CAUSING DAMAGES OR \$100.00, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Site and/or the Services. We may suspend or terminate your rights to use the Site and Services (including your Account) or the Services at any time as necessary for us to comply with applicable law and/or if we reasonably believe that your or your Organization's use of the Site or the Services violates these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site or the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Without limiting Attune's obligations under the agreement(s) Attune may have with your Organization, Attune will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Any section of these Terms that by their nature is intended to survive termination of the Services or your use or access to the Services or the Site shall survive such termination.

9. General

- **9.1 Changes**

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. If the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. The date that these Terms were last revised is set forth above. Continued use of our Site or the Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

- **9.2 Class Action Waiver; Jury Trial Waiver; Use Outside of the United States of America; and Dispute Resolution**

Notice Requirement and Informal Dispute Resolution. Except for Attune seeking emergency injunctive relief, before either party may seek to file suit against the other party, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Attune should be sent to **Legal@attune.com** or **Gnowit US, LLC dba Attune, Attention: Legal Department, 218 Countryside Dr, Prosperity, SC 29127**. After the Notice is received, you and Attune may attempt to resolve the claim or dispute informally. If you and Attune do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin a legal proceeding.

Choice of Law and Venue. These Terms are governed by the laws of the State of South Carolina, U.S.A., excluding conflicts of law rules. Venue is Charleston, South Carolina.

- **9.7 Copyright/Trademark Information**

Copyright © 2025 Gnowit US, LLC dba Attune. All rights reserved. All trademarks, logos, and service marks (“Marks”) displayed on the Site or within the Services are our property or the property of other third parties. You are prohibited from using these Marks without our prior written consent or the consent of such third party which may own the Marks.

- **9.8 Contact Information**

Address:

Gnowit US, LLC dba Attune
Attention: Legal Department
218 Countryside Dr
Prosperity, SC 29127

Email: Legal@attune.com